



BULLHORN AI AGENTS ADDENDUM – THIRD PARTY AI PROVIDER

Version: Oct. 2025

This Bullhorn AI Agents Addendum (the “**Addendum**”) is supplemental to, and subject to the terms, conditions and limitations of, the master written agreement between the Licensor and Licensee that governs Licensor’s delivery of the Service (the “**Agreement**”) and is hereby incorporated into the Agreement by reference and shall apply in connection with the Licensee’s use and Licensor’s provision of the Bullhorn AI Agents Services (“**AI Agents**”). Capitalized terms used, but not otherwise defined, herein shall have the same meaning as in the Agreement. In the event of any conflict between the Agreement and this Addendum, this Addendum shall control and prevail over the Agreement with respect to Licensee’s use of AI Agents.

1. Licensee may elect to, and/or have its Data Subjects, enter, collect, provide, transmit and otherwise process Personal Data of Data Subjects in AI Agents. Use of AI Agents does not guarantee compliance with Applicable Laws, including but not limited to Data Privacy Laws, call recording laws (“**Recording**”), and laws applicable to artificial intelligence, machine-learning and algorithms (collectively, “**AI**”) and automated decision-making (“**ADM**”), and Licensee is solely responsible for its compliance with all Applicable Laws including, without limitation Recording, AI and ADM laws, in relation to its use of AI Agents, including, without limitation, requirements to obtain consents from, or provide notices to, Data Subjects whose Personal Data is recorded, accessed, used or otherwise processed by Licensee through AI Agents. Licensee is also responsible for obtaining any rights from copyright holders in connection with its use of any copyrighted materials used in, or processed by, AI Agents.
2. Licensee acknowledges that AI Agents may include one or more AI and/or ADM features that involve the use of Licensee Data, including but not limited to large language models (“**LLM**”), generative content, advanced algorithms and other machine learning tools (collectively, the “**AI Functionality**”). By enabling the AI Functionality, Licensee acknowledges that Licensor may access, use, and otherwise process Licensee Data in AI Agents, and Licensee’s and its Users’ use of AI Agents, for the purpose of developing and improving AI Agents and other similar products and services of Licensor.
3. Licensee acknowledges that Licensee Data will be accessed, used, processed, transferred to, and stored by a third-party AI Functionality provider selected by Licensee (the “**AI Provider**”) as part of AI Agents. Licensee further acknowledges and agrees that the Licensee Data accessed, used, processed, transferred to, and stored by the AI Provider is subject to the terms and conditions in the agreement and/or other documentation by and between Licensee and the AI Provider, and Licensee shall have such agreement and/or documentation in place prior to the provision of any Licensee Data to the AI Provider. Licensee shall obtain any rights or licenses in such agreement and/or documentation with the AI Provider necessary for Bullhorn to provide AI Agents to Licensee.
4. Licensee acknowledges that AI Agents is an automated service powered by AI. Licensee further acknowledges and agrees that a Data Subject’s/User’s interaction with AI Agents (collectively, the “**Input**”), will be analyzed, evaluated, and processed using AI Functionality. These interactions with the AI Functionality will generate results, outputs and information (collectively, the “**Output**”), for the purpose of assisting the Licensee in conducting interviews, assessing candidates, and supporting other employment-related decision-making processes. Licensee further acknowledges and agrees that the AI Functionality may be provided in whole or in part through third-party providers. Licensee acknowledges and agrees that the AI Functionality, including but not limited to any LLM, consists of emerging and evolving technologies, and as a result, the Output may be incorrect, biased, and/or inaccurate. Licensee shall be solely responsible for reviewing, interpreting and evaluating the Output. All decisions, including any employment decisions, made by Licensee based on or in reference to the Output, are made at Licensee’s sole discretion and risk. The Output shall only be used for purposes consistent with the permitted use of AI Agents. Licensee acknowledges and agrees that the Output may not be unique, and the AI Functionality may generate similar or the same content for other Data Subjects/users of AI Agents.
5. Licensee acknowledges that AI Agents does not provide and the Output does not constitute legal advice or legal

opinions of any kind, including, but not limited to Licensee's use of AI Agents or Licensee's or any third party's compliance with Applicable Law. Licensee shall be solely responsible for all candidate, employment and application related decisions, practices, actions, omissions, impacts, and outcomes arising from or in connection with Licensee's use of AI Agents and the Output. IN NO EVENT WILL LICENSOR AND/OR ANY OF ITS RESPECTIVE AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY DECISION, PRACTICE, ACTION OR OMISSION BY LICENSEE OR ITS USERS, AND ALL IMPACTS AND OUTCOMES RESULTING THEREFROM, IN CONNECTION WITH THE USE OF AI AGENTS OR THE OUTPUT. LICENSEE ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER AI AGENTS OR ANY OUTPUT IS ACCURATE, APPROPRIATE, COMPLETE OR SUFFICIENT FOR LICENSEE'S PURPOSES, AND FOR LICENSEE'S USE OF AI AGENTS AND SUCH OUTPUT.

6. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH REGARD TO THE EXCLUDED CLAIMS AS SET FORTH IN SECTION 9 BELOW, THE TOTAL LIABILITY OF EITHER PARTY (INCLUDING, AS TO LICENSOR, ITS LICENSORS OR SUPPLIERS) TO THE OTHER PARTY FOR ALL CLAIMS ARISING UNDER THIS ADDENDUM IS LIMITED, IN THE AGGREGATE, TO THE SUBSCRIPTION FEES PAID OR PAYABLE FOR AI AGENTS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO SUCH CLAIM.
7. NOTWITHSTANDING SECTION 6, WITH RESPECT TO AI AGENTS AND LICENSEE DATA PROVIDED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, TO THE AI PROVIDER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY DAMAGES, LIABILITIES, CLAIMS, DEMANDS, PROCEEDINGS, COSTS OR EXPENSES (INCLUDING LEGAL EXPENSES) TO LICENSEE OR ANY THIRD PARTIES ARISING OUT OF OR IN CONNECTION WITH ANY ACTION OR OMISSION BY THE LICENSEE OR THE AI PROVIDER AND/OR THEIR RESPECTIVE SUPPLIERS OR AFFILIATES.
8. NOTWITHSTANDING SECTION 6, WITH RESPECT TO AI AGENTS AND LICENSEE DATA PROVIDED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, TO THE AI PROVIDER, IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR ENHANCED DAMAGES OF ANY TYPE OR KIND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF INCOME, LOSS OF OPPORTUNITY, LOSS OF SAVINGS OR COMPUTER FAILURE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
9. Excluded Claims. The following types of claims are excluded from the liability cap in Section 6:
 - a. Liability for death or personal injury caused by its gross negligence or willful misconduct of either Party;
 - b. Licensee's payment obligations under this Addendum;
 - c. Licensee's indemnification obligations under this Addendum; and/or
 - d. Licensee's breach of Licensor's, its Affiliates, and/or its and their licensor's or supplier's Intellectual Property Rights. Intellectual Property Rights meaning any and all patent rights (including patent applications and disclosures), copyrights, moral rights, trademarks, service marks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded.
10. Licensee shall defend (at Licensor's option), indemnify, and hold harmless Licensor, its Affiliates, and their respective employees, directors, agents, representatives, successors and assigns from and against any and all damages, liabilities, losses, final judgments or awards, settlements, costs and expenses (including reasonable legal fees and expenses) (collectively, "**Losses**") without limitation of liability, to the extent arising out of or in connection with any claim, demand, suit, proceeding or action ("**Claims**") brought by a third party against Licensor arising directly or indirectly from (i) Licensee's breach of Section 1; (ii) any matter for which Licensee is responsible as set forth in Sections 1, 3, 4 and 5, in each case subject to the indemnification procedure set forth in the Agreement; or (iii) any Claims by an AI Provider connected directly or indirectly from a breach by Licensee of any agreement and/or documentation between Licensee and AI Provider.



11. Modification. Licensor may update this Addendum from time to time and will post updated “Versions” of this Addendum at <https://www.bullhorn.com/legal-terms/supplemental-terms/AIAgents3rdParty.pdf>. It is Licensee’s responsibility to regularly check <https://www.bullhorn.com/legal-terms/supplemental-terms/AIAgents3rdParty.pdf> for the most recent Version. Licensee may subscribe to receive email notifications when updated Versions are posted by completing and submitting the form at <https://www.bullhorn.com/legal-terms/supplemental-terms>. Except with respect to amendments or changes required by Applicable Law, Licensee may object to the terms of the updated Version by notifying Licensor through completion of the form at <https://www.bullhorn.com/legal-terms/supplemental-terms> within ten (10) business days of the date of the then-current Version (the “**Notice Period**”). If Licensee notifies Licensor of its objection within the Notice Period, then the Addendum in effect immediately prior to the then-current Version shall apply to Licensee’s use of AI Agents until the end of Licensee’s then-current Initial Term or Renewal Term, as the case may be. When AI Agents is renewed, it will be renewed under the then-current Version of the Addendum.