BULLHORN AI SCREENING AGENT ADDENDUM

Version: Feb. 2025

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1. Licensee may elect to, and/or have its Data Subjects, enter, provide, transmit and otherwise process Personal Data of Data Subjects in AI Screening Agent. Use of AI Screening Agent 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 Screening Agent, 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 Screening Agent. 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 Screening Agent.

2. Licensee acknowledges that AI Screening Agent may include one or more AI and/or ADM features that involve the use of Licensee Data (collectively, the "**AI Functionality**"). By enabling the AI Functionality, Licensee acknowledges that Licensor may access, use, and otherwise process Licensee Data in AI Screening Agent, and Licensee's and its Users' use of AI Screening Agent, for the purpose of developing and improving AI Screening Agent and other similar products and services of Licensor.

3. Licensee acknowledges that AI Screening Agent is an automated system powered by AI. Licensee further acknowledges and agrees that a Data Subject's/User's interaction with AI Screening Agent and the questions posed by AI Screening Agent are through AI Functionality, and the results generated from these interactions are called "**Output**". Licensee further acknowledges and agrees that the Output will be analyzed and evaluated by AI, which may include, but is not limited to, a large language model ("**LLM**"), generative content and advanced algorithms, for purposes of assisting the Licensee in its interview process of candidates for employment. Licensee further acknowledges and agrees that the AI Functionality, LLM, Output and the analysis thereof may be provided through third-party providers. Licensee acknowledges and agrees that the AI Functionality, including but not limited to the LLM, consists of emerging and evolving technologies, and as a result, the Output may contain results that are incorrect, biased, and/or inaccurate. Licensee shall be solely responsible for reviewing and evaluating the Output, all decisions, including any employment decisions, made with reference to, or based on the use of, the Output, and shall use the Output solely in connection with the permitted use of AI Screening Agent. 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 the AI Screening Agent.

4. Licensee acknowledges that Licensor has not and will not render any legal opinions regarding Licensee's use of AI Screening Agent, including, but not limited to, compliance with any Applicable Laws, and Licensee shall base its processes, guidelines, and decisions on its own policies, procedures, legal advice and independent decisions. Any professional services, consultation, training, information and forms provided by Licensor are provided for informational purposes only in relation to use of AI Screening Agent, and not for the purpose of providing legal advice. IN NO EVENT WILL LICENSOR AND/OR ANY OF ITS RESPECTIVE AFFILIATES OR SUPPLIERS BE LIABLE TO LICENSEE FOR THE RESULTS OF ANY DECISIONS MADE BY LICENSEE WITH RESPECT TO LICENSEE'S OR ANY USER'S USE OF AI SCREENING AGENT, OR FOR THE ACTIONS OR DECISIONS OF THE LICENSEE OR ITS USERS. LICENSEE ASSUMES ALL RESPONSIBILITY FOR

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5. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH REGARD TO THE EXCLUDED CLAIMS AS SET FORTH IN SECTION 8 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 SCREENING AGENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO SUCH CLAIM.

6. NOTWITHSTANDING SECTION 5, WITH RESPECT TO AI SCREENING AGENT AND LICENSEE DATA PROVIDED IN CONNECTION THEREWITH, 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 AND/OR THEIR RESPECTIVE SUPPLIERS OR AFFILIATES.

7. NOTWITHSTANDING SECTION 5, WITH RESPECT TO AI SCREENING AGENT AND LICENSEE DATA PROVIDED IN CONNECTION THEREWITH, 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.

8. Excluded Claims. The following types of claims are excluded from the liability cap in Section 5:
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   b. Licensee's payment obligations under this Addendum;
   c. Licensee's indemnification obligations under this Addendum; and/or
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9. Licensee shall defend (at Licensor's option) and indemnify, and hold Licensor, its Affiliates, and their respective employees, directors, agents, representatives, successors and assigns harmless from and against all damages, liabilities, losses, final judgments or awards, settlements, costs and expenses (including reasonable legal fees and expenses) without limitation of liability (together, "**Losses**"), 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 connected directly or indirectly from a breach of Section 1 by Licensee, subject to the indemnification procedure set forth in the Agreement.

10. 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/AIScreening.pdf. It is Licensee's responsibility to regularly check https://www.bullhorn.com/legal-terms/supplemental-terms/AIScreening.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 Screening Agent until the end of

Licensee's then-current Initial Term or Renewal Term, as the case may be. When AI Screening Agent is renewed, it will be renewed under the then-current Version of the Addendum.