

LinkedIn Corporate Subscription Agreement

This LinkedIn Corporate Subscription Agreement (“**Agreement**”) governs any order form (“**Order Form**”) signed by the customer identified in that Order Form (“**Customer**”) and the LinkedIn company identified in that Order Form (“**LinkedIn**”). Each Order Form, together with the User Agreement (as defined in Section 2.2) and this Agreement, form the entire agreement that applies to LinkedIn’s services. If any conflict exists between any of these documents, this Agreement will govern, followed by the Order Form, and finally the User Agreement.

1. Services, Payment & Taxes. Customer and its Affiliates may order LinkedIn’s services by signing an Order Form. An “**Affiliate**” means an entity that controls, is controlled by, or under common control with, a party. LinkedIn improves its services from time to time, and Customer may use these improvements for no additional fee. Customer will pay the fees for the services included in, and in accordance with, the Order Form. Unless otherwise indicated in the Order Form, Customer will pay LinkedIn the amount stated in an Order Form within 30 days after receipt of LinkedIn’s invoice. Except as set forth in Section 5 below, Customer’s payment for services is non-refundable and the parties may not cancel any signed Order Form. Customer will maintain complete and accurate billing and contact information with LinkedIn. Customer’s payments are subject to applicable governmental regulations and rulings, including withholding of taxes. Upon LinkedIn’s request, Customer will provide LinkedIn with copies of documents related to any withholding. LinkedIn’s fees exclude, and Customer will be responsible for, taxes and similar charges, including sales, usage, excise, and ad-valorem taxes. Nothing in this section requires either party to pay income taxes or similar charges of the other party.

2. Customer’s Responsibilities.

2.1 Use of Services. Except for LinkedIn’s Sales Navigator service, Customer will use the services and information about LinkedIn members only to recruit individuals to become employees and consultants of Customer or its Affiliates, or, if Customer is an approved agency, only to recruit individuals to become employees and consultants of its clients. Customer may use LinkedIn’s Sales Navigator service only to generate sales leads. Customer will not directly or indirectly provide the services to any third party, except to its Affiliates. Customer is responsible for its Affiliates, including their compliance with this Agreement. Customer will not spam or otherwise harass LinkedIn members. Customer will comply with all laws, orders, codes and regulations, including all privacy laws, in its use of the services.

2.2 Customer User. A “**Customer User**” is an employee or contractor that Customer authorizes to access the services. A Customer User must be a LinkedIn member. Customer will designate in writing one Customer User for each seat it purchases, and will promptly provide to and maintain with LinkedIn accurate contact information for each Customer User. Customer will not, and will not permit a Customer User to, share a Customer User’s access with any other individual. Customer will ensure that Customer Users comply with the user agreement, as amended from time to time in accordance with its terms, currently available at http://www.linkedin.com/static?key=user_agreement&trk=hb_ft_userag, which is incorporated into this Agreement (“**User Agreement**”).

2.3 LinkedIn Member Data. Customer and Customer Users may store content, data, and other information about LinkedIn members only within the system operated by LinkedIn, unless Customer has the consent of the LinkedIn member (e.g. an application by a LinkedIn member to a Customer job posting). Customer acknowledges that the storage of this content, data and other information outside of LinkedIn’s system without the LinkedIn member’s consent may result in outdated or erroneous information about a LinkedIn member and may violate data protection or privacy laws in certain jurisdictions. If Customer provides LinkedIn with any data about any individual in connection with its use of LinkedIn’s Talent Pipeline service or other certain services (“**Customer Uploaded Data**”), LinkedIn, in providing these services, holds and stores Customer Uploaded Data on behalf of the Customer, and the parties agree that the Customer is the controller of Customer Uploaded Data. LinkedIn confirms that it: (a) will process Customer Uploaded Data in compliance with the instructions received from the Customer; (b) will not use or process any Customer Uploaded Data for any purpose except the performance of its obligations under this Agreement; (c) has in place appropriate technical and organizational security measures in storing and processing such Customer Uploaded Data to manage the risk of unauthorized or accidental access, loss, alteration, disclosure or destruction of such data; and (d) will take reasonable steps to ensure that persons employed or engaged by it with access to Customer Uploaded Data are aware of and comply with this Agreement. The Customer represents and warrants that any

personal data in the Customer Updated Data will be processed in accordance with applicable privacy and data protection laws and rules and that it has all appropriate consents and authorizations enabling it to avail of LinkedIn's services. The Customer agrees that it controls the Customer Uploaded Data and that it is primarily responsible to the data subjects whose personal data is comprised in the Customer Uploaded Data.

- 3. Confidential Information.** "Confidential Information" means information provided by a party to the other party that is designated as confidential or reasonably should be considered confidential, excluding information that becomes public through no fault of the receiving party. Each party will use reasonable efforts to prevent the disclosure of the other party's Confidential Information that are at least as strong as those it uses to protect its own confidential information, and will include disclosing confidential information only as required by law or under an obligation of confidentiality and only on a need-to-know basis.
- 4. Intellectual Property Rights and Ownership.** The parties acknowledge that this Agreement does not transfer any right, title or interest in any intellectual property right to the other, except for Customer's ability to access and use information regarding LinkedIn members as expressly set forth in this Agreement. Customer and Customer Users are not obligated to provide LinkedIn or its Affiliates with any suggestions, enhancement requests, recommendations or other feedback about the services or otherwise. If, however, Customer or a Customer User provides this type of feedback to LinkedIn, LinkedIn may use and modify this feedback without any restriction or payment.
- 5. Term and Termination.** This Agreement is effective on the date the first Order Form is fully signed by Customer and LinkedIn and remains in effect until terminated. Either party may terminate this Agreement or an applicable Order Form if the other party materially breaches this Agreement and fails to cure the breach within 30 days after receiving notice of the breach. Moreover, LinkedIn may immediately suspend Customer's access to and use of the services if Customer is in breach of Section 2 of this Agreement, provided that the suspension will continue only for as long as reasonably necessary for Customer to remedy the breach. If Customer terminates this Agreement or an applicable Order Form due to LinkedIn's breach, LinkedIn will refund a pro-rata share of pre-paid fees. If all Order Forms under this Agreement have expired or been terminated, either party may terminate this Agreement for convenience by providing written notice. Upon termination of this Agreement or an Order Form, Customer will notify Customer Users that their access to the services has terminated, and LinkedIn may withhold, remove or discard any content, data, or other information that Customer Users post or upload into LinkedIn's system while using the services. LinkedIn will delete Customer Uploaded Data. LinkedIn is not obligated to store, maintain or provide a copy of any content, data or other information that Customer or Customer Users made available or provided when using the services. Sections 2 through 10 survive termination of this Agreement.
- 6. NO EXPRESS OR IMPLIED WARRANTY.** THE SERVICES ARE PROVIDED "AS IS". LINKEDIN MAKES NO REPRESENTATION OR WARRANTY REGARDING THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, LINKEDIN DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 7. Third-Party Indemnity.**
 - 7.1 Indemnification.** LinkedIn will defend and indemnify Customer, its Affiliates, and their respective directors, officers and employees from and against all third party claims to the extent resulting from or alleged to have resulted from (a) the services' infringement of a third party's intellectual property right or (b) LinkedIn's breach of this Agreement. Customer will defend and indemnify LinkedIn, its Affiliates, and their respective directors, officers and employees from and against all third party claims to the extent resulting from or alleged to have resulted from (a) the infringement of a third party's intellectual property right by content, data or other information posted or uploaded into LinkedIn's system by Customer, including Customer Uploaded Data (b) unauthorized use of the services, or (c) Customer's breach of this Agreement.
 - 7.2 Indemnification Procedures.** Each party will notify the other in writing of any third party claim within 10 business days of receipt of the claim. The indemnifying party will control the defense of the claim. The indemnifying party will obtain the other party's prior written approval of the indemnifying party's choice of legal counsel and any settlement or compromise of a claim. The indemnified party will not unreasonably withhold or delay its approval of the indemnifying party's selection of counsel or of the request for settlement or compromise. The indemnified party will assist and cooperate in the defense as reasonably requested by the indemnifying party and at the indemnifying party's expense. If the indemnifying party fails to notify the

indemnified party of indemnifying party's intent to take any action within 10 business days after receipt of a notice of a claim, or to proceed in good faith with the prompt resolution of the claim, the indemnified party, with prior written notice to the indemnifying party and without waiving any rights to indemnification, may defend or settle the claim without the indemnifying party's prior written consent. In this event, the indemnifying party will reimburse the indemnified party on demand for all damages incurred by the indemnified party in defending or settling the claim, including legal fees and costs.

- 8. Limitation of Liability.** Except with respect to a party's confidentiality or indemnification obligations, and excluding a party's violation of the other's intellectual property rights, to the fullest extent permitted by law, neither party, including Affiliates, will be liable to the other in connection with this Agreement for (a) lost profits or lost business opportunities, or any incidental, consequential, special or punitive damages, or (b) an amount that exceeds the total fees payable to LinkedIn during the 12-month period before the event giving rise to the liability. LinkedIn will not be liable for Customer's lost data or any unauthorized third party access to Customer's or Customer Users' content, data, programs, information, network, or systems. Nothing in this Agreement limits either party's liability for gross negligence or intentional misconduct, or for death or personal injury.
- 9. Dispute Resolution.** The parties will attempt to resolve any dispute related to this Agreement through good faith, informal negotiation. If initial negotiation does not resolve the dispute, each party will escalate the dispute to the executive sponsor of this Agreement to attempt to resolve the dispute. If the parties are unable to resolve the dispute through negotiation, the parties will select a mutually agreed mediator in a mutually agreed location to attempt to resolve the dispute. For Customers located within North America or South America, this Agreement is governed by the laws of the State of California, and any action or proceeding related to this Agreement must be brought in a federal court in the Northern District of California. For all other Customers, this Agreement is governed by the laws of Ireland, and any action or proceeding related to this Agreement must be brought in Dublin, Ireland. Each party irrevocably submits to the jurisdiction and venue of the applicable courts. The prevailing party in any litigation may seek to recover its legal fees and costs. Any breach of confidentiality obligations in this Agreement, or any unauthorized use of the services or a party's intellectual property by the other, may cause irreparable harm.
- 10. Miscellaneous.** Except as expressly stated in this Agreement, the parties will provide notices under this Agreement in writing and will deliver them by personal delivery or commercial overnight courier to the address of the other party set forth on the Order Form. Notices are effective on the date of delivery as indicated in the records of the courier. This Agreement does not create a partnership, agency relationship, or joint venture between the parties. Any assignment of this Agreement by Customer in whole or in part without LinkedIn's prior written consent will be null and void, except an assignment to a successor that is not a competitor of LinkedIn's made in connection with a merger or sale of all or substantially all of Customer's assets or stock or to an Affiliate. Customer is responsible for any agents and contractors it uses in connection with the services, including compliance with this Agreement, and will notify LinkedIn in writing of agencies that it uses in connection with the services. If this Agreement is translated into a language other than English, the translation is for convenience only, and the English language version will govern. LinkedIn may monitor Customer's use of the services to ensure compliance with this Agreement, and may conduct a reasonable audit of Customer, including Affiliates, if LinkedIn reasonably believes that Customer is in breach of this Agreement. If any provision of this Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to affect the parties' intention and the remaining provisions will not be affected. The parties may amend this Agreement only in a written amendment signed by both parties, except for the User Agreement, which may be modified in accordance with its terms. If Customer is an agency signing this Agreement on behalf of a client, Customer represents and warrants that it is authorized to sign this Agreement and any Order Form on behalf of its client, and will notify LinkedIn in writing of the name and address of its client that will use the services. The parties may sign this Agreement electronically and in counterparts, each of which is deemed to be an original and all of which taken together comprise a single document.