



LINKEDIN SUBSCRIPTION AGREEMENT

This LinkedIn Subscription Agreement, including its exhibits (“**LSA**”), governs any ordering document executed by the customer identified in that ordering document (“**Customer**”) and the LinkedIn company identified in that ordering document (“**LinkedIn**”). This LSA, the applicable ordering document, and any other incorporated terms, comprise the complete understanding between the parties on the subject matter (“**Agreement**”).

1. ORDERING AND PROVISION OF SERVICES

1.1 Services. Customer may access and use the LinkedIn subscription services offered via LinkedIn’s websites to the extent and for the term stated in the ordering document (“**Services**”).

1.2 Affiliates. Customer may allow its Affiliates to access and use the Services only if Customer is fully liable for its Affiliates’ use of the Services and compliance with the Agreement. “**Affiliate**” means an entity that controls, is controlled by, or is under common control with, a party. Customer may allow its Affiliates to purchase Services under the terms of this LSA only if Customer informs LinkedIn in writing of the specific Affiliate authorized to make a purchase (“**Authorized Affiliate**”). If an Authorized Affiliate executes an ordering document under the terms of this LSA, that Authorized Affiliate will be (a) deemed a “**Customer**” for that purchase only; and (b) jointly and severally liable with Customer for its use of the Services and compliance with the Agreement.

1.3 Payment. Customer will pay all fees for the Services in accordance with the payment terms stated in the ordering document. For Services that require payment by credit card, LinkedIn will charge Customer’s credit card upon receipt of the credit card information and also upon renewals. Customer’s purchases are non-cancelable and payment for Services is non-refundable, except as otherwise stated in this LSA. Customer will maintain complete and accurate billing and contact information with LinkedIn.

1.4 Taxes. Customer will pay or reimburse LinkedIn for all federal, state, and local taxes, including sales, use, gross receipts, VAT, GST, or similar transaction taxes imposed on Customer’s purchase of Services, unless Customer provides LinkedIn with a valid tax exemption certificate. All taxes payable by Customer will be separately stated and exclusive of the fees. Customer will have no liability for taxes that are statutorily imposed on LinkedIn including taxes or fees measured by LinkedIn’s net or gross income.

2. RESPONSIBILITIES

2.1 Use of the Services. Customer will use the Services solely for its intended purpose, as described in Exhibit A. Only Customer-designated employees and contractors are authorized to use the Services (“**Customer User**”). A Customer User must also be a Member. A “**Member**” is an individual who signs-up to use LinkedIn’s services under LinkedIn’s user agreement, currently available at <https://www.linkedin.com/legal/user-agreement>, as amended by LinkedIn from time to time (“**User Agreement**”). The terms of the User Agreement are incorporated into this LSA. Customer will ensure that Customer Users comply with the User Agreement when using the Service in the capacity as an employee or contractor of Customer, and not when Customer User is using the Service in a personal capacity. Customer will use the Services solely for Customer’s internal use and will not provide access to the Services to any third party, except as otherwise permitted in the Agreement. Customer will notify LinkedIn immediately upon learning of any unauthorized use of the Services or any other breach of security relating to the Services. Customer may use content, data and other information about Members that Customer collects in connection with its use of the Services only as needed for use of the Services and as expressly permitted in this LSA. Customer will provide LinkedIn with the information necessary for LinkedIn to provide the Services. LinkedIn may communicate to Customer Users about the Services, including how to use them.

2.2 Handling of Personal Data. If Customer uploads or otherwise provides LinkedIn with Personal Data (defined below) in connection with its use of the Services (“**Customer Personal Data**”), then LinkedIn, in providing the Services, processes Customer Personal Data on behalf of Customer. Customer is the controller of Customer Personal Data and LinkedIn will process Customer Personal Data (i) in accordance with applicable Data Protection Laws (defined in section 2.3); (ii) in compliance with the written instructions received from Customer including, as applicable, sub-processing as necessary; and (iii) only for the purpose of providing, supporting and improving the Services, using appropriate technical and organizational security measures. “**Personal Data**” means information about an individual that (a) can be used to identify, contact or locate a specific individual; (b) can be combined with other information that is linked to a specific individual to identify, contact or locate a specific individual; or (c) is defined as “personal data” or “personal information” by applicable laws or regulations relating to the collection, use, storage or disclosure of information about an identifiable individual.

2.3 Compliance with Laws. The parties will comply with all applicable international, federal, state, provincial and local laws relating to (a) corruption practice, bribery, and acts contrary to the public administration including the US Foreign Corrupt Practices Act of 1977, 15 U.S.C. § 78dd-1, et seq.; (b) discrimination against employees or job applicants based on race, color, religion, sex, national origin, veteran status or disability; and (c) the privacy, confidentiality, security and protection of Personal Data including the EU Data Protection Directive 95/46/EC as amended and as implemented in the various European Economic Area countries or any similar and applicable legislation enacted outside of the European Economic Area and security breach notification laws (“**Data Protection Laws**”). LinkedIn complies with the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Data from Switzerland. With respect to any Customer Personal Data (excluding, for clarity, any Personal Data provided by Members to LinkedIn) of European Union residents, LinkedIn Corporation (as data importer) and Customer (as data exporter) will comply with the applicable standard contractual clauses located at: <https://business.linkedin.com/c/15/10/eu-scc>.

3. CONFIDENTIAL INFORMATION

3.1 Definition. “**Confidential Information**” means any information disclosed under the Agreement that (a) if tangible, is clearly marked as “Confidential” or with a similar designation; (b) if intangible, is identified as “Confidential” by discloser at time of disclosure and confirmed in writing to recipient as being Confidential Information; or (c) from the relevant circumstances should reasonably be known by recipient to be confidential (e.g. pricing, non-public Personal Data, etc.).

3.2 Exclusions. Confidential Information does not include any portion of the information that recipient can prove (a) was rightfully known to recipient before receipt from discloser; (b) was generally known to the public on the Effective Date; (c) becomes generally known to the public after the Effective Date, through no fault of recipient; (d) was received by recipient from a third party without any confidentiality obligation; or (e) was independently developed by recipient without breach of this section 3.

3.3 Limited Use and Non-Disclosure. Recipient will (a) use Confidential Information solely to fulfill its obligations under the Agreement; (b) protect Confidential Information using the same degree of care it uses to protect its own confidential information of a like nature, but in no event less than a reasonable degree of care; (c) not disclose Confidential Information to any third party except (1) to Affiliates or employees, consultants, and agents who (i) have a need to know it in order to carry out their obligations under the Agreement, and (ii) are under written confidentiality and non-use obligations at least as restrictive as those stated in this LSA or (2) as required by law; and (d) not modify, reverse engineer, decompile, create other works from, or disassemble any Confidential Information, to the extent applicable, unless authorized in writing by discloser.

4. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP. No right, title or interest in any intellectual property right transfers to the other party, except for the limited rights stated in the Agreement. Customer is not obligated to provide LinkedIn or its Affiliates with any suggestions, enhancement requests, or other feedback about the Services or related technology. However, if Customer does provide any feedback to LinkedIn, LinkedIn may use and modify it without any restriction or payment.

5. TERM AND TERMINATION

- 5.1 Term.** This LSA is effective on the date the first ordering document is executed by Customer and LinkedIn (“**Effective Date**”) and remains in effect until terminated.
- 5.2 Termination and Suspension.** Either party may terminate this LSA or an ordering document if the other party materially breaches the Agreement and fails to cure the breach within 30 days after receiving notice of the breach. LinkedIn may suspend Customer’s access to the Services if Customer is in breach of the Agreement and the suspension will continue for as long as reasonably necessary for Customer to remedy the breach. If all ordering documents under this LSA have expired or been terminated, then either party may terminate this LSA for convenience by providing written notice to the other party.
- 5.3 Effect of Termination.** Termination of this LSA or an ordering document will not relieve Customer from its obligation to pay LinkedIn any fees stated in an ordering document, excluding termination by Customer for LinkedIn’s uncured material breach of this LSA. If Customer terminates this LSA or an ordering document because of LinkedIn’s uncured material breach, LinkedIn will refund a pro-rata share of any pre-paid fees under the applicable ordering document. Customer will notify Customer Users that their access to the applicable Services has terminated and LinkedIn may remove or discard all content that Customer uploaded or otherwise made available to LinkedIn in accordance with LinkedIn’s policies. Termination of an ordering document does not terminate this LSA; however, termination of this LSA will result in the immediate termination of all ordering documents. The provisions of this LSA that by their nature extend beyond the termination of this LSA will survive.
- 6. NO WARRANTY.** The Services are provided “as is”. LinkedIn makes no representation or warranty about 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 INDEMNIFICATION

- 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 material breach of the 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 (y) the infringement of a third party’s intellectual property right by any content, data or other information uploaded into LinkedIn’s system or otherwise provided by Customer; or (z) Customer’s material breach of the Agreement.
- 7.2 Indemnification Procedures.** Each party will notify the other in writing of any third party claim. The indemnifying party will (a) control the defense of the claim; and (b) obtain the other party’s prior written approval of the indemnifying party’s settlement or compromise of a claim. The indemnified party will (y) not unreasonably withhold or delay its approval of the request for settlement or compromise; and (z) assist and cooperate in the defense as reasonably requested by the indemnifying party at the indemnifying party’s expense.

8. LIMITATION OF LIABILITY

- 8.1 Damages Waiver.** To the fullest extent permitted by law, neither party, including its respective Affiliates, will be liable to the other in connection with the Agreement for lost profits or lost business opportunities, loss of data, or any indirect, incidental, consequential, special or punitive damages.
- 8.2 Liability Cap.** Neither party, including its respective Affiliates, will be liable to the other in connection with the Agreement for an amount that exceeds the total fees paid or payable to LinkedIn during the 12-month period before the event giving rise to the liability. Subject to section 8.3 (b), LinkedIn will not be liable for any unauthorized third party access to Customer’s content, data, programs, information, network, or systems (excluding unauthorized third party access directly resulting from the negligent acts or omissions of LinkedIn).

- 8.3 Exclusions.** The limitations of liability stated in sections 8.1 and 8.2, do not apply to a party's (a) confidentiality or indemnification obligations; (b) liability for fraud, gross negligence or intentional misconduct; (c) liability for death or personal injury; or (d) violation of the other party's intellectual property.
- 9. DISPUTE RESOLUTION.** If an issue arises under the Agreement (including non-contractual disputes or claims) and the applicable ordering document was signed by (a) LinkedIn Corporation, then the Agreement is governed by the laws of the State of California, and any action or proceeding (including those arising from non-contractual disputes or claims) related to the Agreement will be brought in a federal court in the Northern District of California; (b) LinkedIn Ireland, then the Agreement is governed by the laws of Ireland, and any action or proceeding (including those arising from non-contractual disputes or claims) related to the Agreement will be brought in Dublin, Ireland; or (c) LinkedIn Singapore, then the Agreement is governed by the laws of Singapore, and any action or proceeding (including those arising from non-contractual disputes or claims) related to the Agreement will be brought in Singapore. 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.
- 10. MISCELLANEOUS.** If a conflict exists between any of the terms in the Agreement, then the LSA will govern, followed by the ordering document, and then the User Agreement. If a conflict exists between any of the general terms in the LSA and the relevant exhibits, then the exhibits will prevail to the extent of that inconsistency. Neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as stated in the Agreement. The parties will provide notices in writing and deliver them by commercial overnight courier to the address of the other party stated on the ordering document, unless otherwise stated in the Agreement. Notices are effective on the date of delivery as indicated in the records of the courier. The Agreement does not create a partnership, agency relationship, or joint venture between the parties. Neither party has the power or authority to bind the other or to create any obligation or responsibility on behalf of the other. Under no circumstances will any employee of one party be deemed to be the employee of the other. Neither party will assign this LSA or an ordering document in whole or in part without the other party's prior written consent (which consent will not be unreasonably denied, delayed or conditioned), except an assignment to an Affiliate or a successor that is not a competitor of the non-assigning party, made in connection with a merger or sale of all or substantially all of a party's assets or stock. Any attempted assignment in violation of the foregoing restriction will be void. The Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Customer will provide LinkedIn written notification if Customer is purchasing Services through a LinkedIn approved agency. If Customer is an agency binding a client under this LSA, Customer (a) represents and warrants that it has the authority to bind the client to the terms stated in this LSA; (b) will notify LinkedIn in writing of the name and address of its client that will access and use the Services; and (c) remains jointly and severally liable for all obligations of Customer under the Agreement. If the Agreement is translated into a language other than English, the translation is for convenience only, and the English language version will govern. LinkedIn may remotely monitor Customer's use of the Services to ensure compliance with the Agreement. If any provision of the 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 the 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 this LSA or an ordering document will be executed then it can be executed electronically and in counterparts, each of which is deemed to be an original and all of which taken together comprise a single document. Each party represents and warrants to the other that the individual binding a party under this LSA or an ordering document is authorized to do so.

Exhibit A
Service-Specific Terms

The following Service-specific terms are in addition to the terms stated above. Service-specific terms apply to Customer to the extent the specific Service is included in an ordering document. LinkedIn may, in its sole discretion, change, modify, upgrade or discontinue any aspect or feature of a Service in whole or in part.

1. BY SERVICE

1.1 Sales Navigator Service. Customer may use the Sales Navigator Service only to generate sales leads.

1.2 Recruiter Service. Customer will use the Recruiter Service 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. An agency is classified as a recruitment process outsourcer for a particular client of agency, if agency's Customer User uses that client's name, brand, or logo on Customer User's Member profile, profile summary, current employer description, or in messaging in the LinkedIn environment ("RPO"). Agency will inform LinkedIn of its RPO classification with a particular client and the name of that client (a) before purchasing any Recruiter Service, and (b) upon a change in classification. An RPO must use Recruiter-Corporate seats to support a client. An RPO must not use Recruiter Professional seats to support a client. If the Customer User is using its client's name, brand, or logo as described above, in conjunction with the RPO's name, brand or logo, its purchase of Recruiter-Corporate is governed by the master subscription agreement between LinkedIn and the RPO. If the Customer User is using its client's name, brand, or logo as described above, in place of the RPO's brand or logo, then its purchase of Recruiter-Corporate seats is governed by the master subscription agreement between LinkedIn and that client. Upon any termination, Customer is responsible for downloading any content, data or other information Customer Users uploaded to LinkedIn's system or otherwise provided to LinkedIn. Customer's breach of this section is deemed a material breach of the LSA.

1.3 Referral Service. Customer will use the Referral Service and information about Members only to recruit individuals to become employees and consultants of Customer or its Affiliates. The Referral Service must integrate with Customer's applicant tracking system ("ATS"). The Referral Service will only operate with certain third party ATSs, as specified in the ordering document. Integration of any ATS to the Referral Service is Customer's sole responsibility. LinkedIn disclaims all liability resulting from or related to any ATS.

1.4 Lynda.com Service. All Customers who purchase a subscription to the Lynda.com Service will have access to the Lynda.com course library. Individual courses that are not part of the course library must be purchased separately for an additional fee. Customer will state the name of its single designated administrator in the ordering document and that administrator will have access to the reporting and management tools. Displaying or publicly performing Lynda.com content in a public setting (including a conference room or classroom) without LinkedIn's prior written consent constitutes an unauthorized use of the content and an infringement of LinkedIn's intellectual property rights. Customer will comply with the Lynda.com Privacy Policy located at <http://www.lynda.com/aboutus/otl-privacy.aspx>. Updates to the Privacy Policy are effective immediately upon posting to the website. If Customer is a school with children in any grade between kindergarten and twelfth grade, or a school district, Customer represents and warrants that it will not allow a child under the age of 13 to access the Lynda.com Service unless Customer has obtained written permission from the child's parent or legal guardian. Customer will promptly provide documentation of the permission upon LinkedIn's request.

1.5 Elevate Service. Customer will maintain a social media policy and ensure that its personnel comply with the policy. Only Customer's designated curator(s) is/are authorized to post content to the Elevate Service. Customer Users who are not curators may only read and forward content. Customer will ensure that it owns or has the necessary licenses, rights, consents, and permissions to the content it posts to the Elevate Service.

2. ADDITIONAL REQUIREMENTS. For Sales Navigator, Recruiter, or Referral Services, Customer (a) will designate in writing one Customer User for each seat it purchases; (b) will promptly provide to and maintain with LinkedIn accurate contact information for each Customer User; and (c) will not, and will not permit a Customer User to,

share a Customer User's access to the Services with any other individual. In the event a Customer User ceases employment, takes any type of leave or vacation, or transfers work function, Customer may transfer the Customer User's seat to a different Customer User. LinkedIn reserves the right to limit the number of transfers of each seat.