



MASTER SERVICES AGREEMENT

This Master Services Agreement, including its exhibits, addenda, and incorporated online terms (“**MSA**”) governs each Statement of Work signed by the LinkedIn entity and the supplier (“**Supplier**”) identified in that Statement of Work. This MSA is between LinkedIn Corporation and LinkedIn Ireland Unlimited Company and their Affiliates (“**LinkedIn**”) and Supplier.

1. SERVICES

1.1. Ordering and Provision of Services. Supplier will provide the services to LinkedIn described in a purchase order referencing this MSA or a statement of work substantially similar in form to the one at: https://legal.linkedin.com/documents/current_SOW_US.pdf (“**SOW**”) agreed to by the parties (“**Services**”). The SOW together with this MSA and any incorporated terms form the entire agreement that applies to LinkedIn’s receipt of Services (“**Agreement**”). If there is a conflict between the terms in the SOW and the MSA, then the terms in the SOW will govern.

1.2. Third-Party Provider of Services. An Affiliate of Supplier, which executes an SOW with LinkedIn to provide Services under this MSA, will be deemed a “Supplier” for that transaction only and that Supplier Affiliate and Supplier will be jointly and severally liable for the Supplier Affiliate’s performance under and compliance with the Agreement. “**Affiliate**” means an entity that controls, is controlled by, or is under common control with, a party. Supplier may subcontract its obligations under the Agreement, in whole or in part, to a person or entity pre-approved in writing by LinkedIn (“**Subcontractor**”) only if Supplier will be solely liable to LinkedIn for Subcontractor’s performance under and compliance with the Agreement. Supplier will ensure that each Subcontractor discloses to LinkedIn the location of any LinkedIn data in the Subcontractor’s possession or control.

1.3. Changes. If the parties agree in writing to changes to the scope of Services, the fees payable, or the schedule on which Services will be provided, then the parties will document these changes in a form substantially similar to the one at: https://legal.linkedin.com/documents/current_CO_US.pdf (“**Change Order**”). If LinkedIn determines that the changes are substantial, then LinkedIn may require that the parties sign a separate SOW. Each party will use commercially reasonable efforts to ensure that any Subcontractor or Affiliate will promptly execute that separate SOW and perform acts as may reasonably be required for the purpose of giving full effect to any agreed upon changes to the Services.

2. ACCEPTANCE. Supplier will submit to LinkedIn the items specified in the SOW as deliverables of Supplier subject to the schedule stated in the SOW (“**Deliverables**”). If LinkedIn reasonably determines that any submitted Deliverable materially fails to meet the specifications or acceptance criteria, if any, stated in the SOW (“**Acceptance Criteria**”), then LinkedIn will

provide Supplier with a written statement of errors within 10 business days of receipt of that Deliverable. Supplier will use commercially reasonable efforts to promptly correct the specified errors within 10 business days of the notification of the errors, at no additional cost to LinkedIn. Supplier will then re-deliver the Deliverable and the acceptance provision will be reapplied until LinkedIn accepts the Deliverable or terminates the applicable SOW or the MSA or both in accordance with section 5.

3. CONFIDENTIAL INFORMATION

3.1. Definition. “**Confidential Information**” means any information or data disclosed under the Agreement that (a) if tangible, is clearly marked as “Confidential” or with a similar designation; (b) if intangible, is identified as by discloser as confidential at the 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. The existence of any business discussions or agreements between the parties, Supplier pricing, and Personal Data are presumed Confidential Information. “**Personal Data**” means information about an individual that (x) can be used to identify, contact or locate a specific individual; (y) can be combined with other information that is linked to a specific individual to identify, contact or locate a specific individual; or (z) 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. Recipient will protect Personal Data pursuant to this section 3 in perpetuity. With respect to Personal Data, including EU Personal Data (as defined in the Data Protection Addendum for LinkedIn Suppliers located at <http://legal.linkedin.com/documents/supplierDPA.pdf> (“DPA”), Supplier shall also comply with the requirements in the DPA. All Confidential Information remains the property of discloser.

3.2. Exclusions. Confidential Information does not include any portion of the information or data 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 to employees, consultants, and agents who (i) have a need to know it in order to carry out its obligations under the Agreement, and (ii) are under written confidentiality and non-use obligations at least as restrictive as those stated in this MSA; and (d) not modify, reverse engineer, decompile, create other works from, or disassemble any Confidential Information. Supplier will use any Personal Data received from LinkedIn (whether or not it is publicly available) only as instructed by LinkedIn, solely for the purpose

of providing the Services, and will not transfer or make available the Personal Data to third parties without LinkedIn's prior written consent.

- 3.4. Compelled Disclosures.** If Supplier is required to provide information to any applicable legal authority regarding LinkedIn Confidential Information ("**Request**"), Supplier will direct the authority to work directly with LinkedIn. To the extent allowed by law, Supplier will (a) promptly notify LinkedIn of its receipt of the Request; (b) comply with LinkedIn's reasonable requests regarding the processing of the Request; and (c) provide LinkedIn with the information or tools required for LinkedIn to respond to the Request. LinkedIn will reimburse Supplier for its assistance at the agreed time and materials rates. To the extent that Supplier is compelled to respond to a Request and is prohibited by law from notifying LinkedIn of such Request, Supplier shall (i) disclose only the minimum amount of LinkedIn Confidential Information requested; and (ii) take reasonable steps to ensure that the disclosure does not result in further disclosure of the requested information to improper or unauthorized parties or the public.
- 3.5. Independent Development / Return or Destroy.** Recipient may independently design, develop, acquire, market, service or otherwise deal in, directly or indirectly, products or services competitive with those of discloser or assign personnel for any purpose, only if in so doing recipient does not breach this section 3. Upon (a) discloser's written request; (b) the termination or expiration of this MSA; or (c) the completion, abandonment or other ending of the Services under an individual SOW or PO, then recipient will promptly return or destroy all of discloser's Confidential Information (including any data and output produced in connection with the processing of any Personal Data) in recipient's (or its Subcontractor's, Affiliate's or agent's) control. Subject to Clause 9 of the DPA, immediately upon completion, abandonment or other ending of the Services for which Personal Data (whether or not publicly available) was necessary, or upon LinkedIn's request, whichever is earlier, all instances of the respective Personal Data in Supplier's (or its Subcontractor's, Affiliate's or agent's) control will be returned by Supplier to LinkedIn or destroyed, at LinkedIn's option. Recipient will provide written certification from a qualified representative of its organization that the return or destruction, as applicable, was completed. If Supplier is required by applicable law to retain LinkedIn Confidential Information following expiration or termination of this Agreement, Supplier will: (i) retain only the LinkedIn Confidential Information and the copies thereof that Supplier is required by law to retain, (ii) not permit any person or entity to access LinkedIn Confidential Information retained pursuant to this Section 3.5 except to the extent required by law, and (iii) securely destroy all copies of LinkedIn Confidential Information as soon as Supplier is not required by law to retain them and provide written certification from a qualified representative of its organization that the destruction was completed.
- 3.6. Remedies.** If the Recipient discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies

available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

4. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

- 4.1. Limited Rights.** No right, title or interest in any Intellectual Property Rights transfers to the other party, except for the limited rights stated in the Agreement. “**Intellectual Property Rights**” means patent rights (including patent applications and disclosures), copyrights (including rights in audiovisual works and moral rights), trademark rights, trade secret rights, and any other intellectual property rights recognized by the law of each applicable jurisdiction. Supplier will not use LinkedIn’s copyrights or trademarks (including the LinkedIn name and the LinkedIn logo).
- 4.2. Ownership of Work Product.** Unless otherwise stated in an SOW, as between the parties, all Intellectual Property Rights in anything resulting from the Services, including any Deliverables, and all associated derivatives, enhancements and modifications (“**Work Product**”) are the property of LinkedIn. Supplier assigns all rights, title and interest in and to the Work Product to LinkedIn and will render all reasonable assistance to LinkedIn, at LinkedIn’s expense, to secure, perfect, register and enforce those rights.
- 4.3. License Grant to Supplier IP.** Supplier hereby grants LinkedIn a nonexclusive, royalty-free, irrevocable, perpetual, worldwide, sub-licensable, transferable license to use, reproduce, modify, offer to sell and sell, and distribute the Supplier IP in connection with its use of the Work Product if Supplier: (i) incorporates Supplier IP into the Work Product, (ii) includes Supplier IP as part of the Deliverables, or (iii) Supplier IP is otherwise necessary for LinkedIn’s use of the Work Product. “**Supplier IP**” means the inventions, original works of authorship, developments, improvements, and trade secrets listed in the SOW that (a) Supplier can prove with written evidence were made by Supplier prior to engagement with LinkedIn or licensed by Supplier from a third party; or (b) Supplier does not have the right to assign or waive.

5. TERM AND TERMINATION

- 5.1. Term.** This MSA is effective on the Start Date of the first SOW processed under this MSA or the Effective Date of this MSA (if any), whichever occurs first, and will continue until terminated. If after termination of this MSA Services continue to be provided under an SOW, then the terms of this MSA will continue to be in effect until that SOW is terminated or all the obligations in that SOW are completed.
- 5.2. Termination.**
- A.** LinkedIn may terminate this MSA or an SOW or both for any reason by providing 10 calendar days prior written notice to Supplier.

- B. LinkedIn may immediately terminate this MSA or an SOW or both if Supplier breaches section 3 (Confidential Information), section 11 (Data Security), section 15 (Anti-Corruption) or the DPA (Data Protection). Alternatively, at LinkedIn's option, LinkedIn may suspend its usage of the Services following a breach of any of the foregoing sections and LinkedIn shall be entitled to a refund or extension of the term, as applicable at LinkedIn's option, for the time period it takes Supplier to cure the non-compliance giving rise to suspension to LinkedIn's reasonable satisfaction.
- C. Without limiting LinkedIn's rights above, either party may terminate this MSA or an SOW or both if the other party materially breaches the Agreement and fails to cure the breach within 30 calendar days after receiving notice of that breach.
- D. The termination of any one particular SOW will not terminate this MSA.
- E. These termination rights are (a) absolute and neither party will be liable to the other for any resulting compensation, reimbursement or damages; and (b) in addition to any other rights or remedies available to a party.

5.3. Effect of Termination.

- A. **Supplier Obligations.** Upon expiration or termination of this MSA or an SOW Supplier will promptly (a) return or destroy all of LinkedIn's Confidential Information (including Personal Data and any data and output produced in connection with the processing of any Personal Data) in accordance with section 3; (b) terminate its provision of Services and submit to LinkedIn all Deliverables in their state of completion as of the termination date; (c) provide any reasonable transitional assistance required by LinkedIn including assistance with any data migration and data formats; and (d) refund to LinkedIn any pre-paid amounts for Services that have not been provided as of the termination date.
- B. **LinkedIn Obligations.** Upon expiration or termination of this MSA or an SOW LinkedIn will promptly (a) return or destroy all of Supplier's Confidential Information in accordance with section 3; and (b) pay Supplier for Services provided (and accepted, if applicable) prior to the date of termination as follows: For Services performed on an hourly basis, LinkedIn will pay Supplier for Services provided prior to the date of termination, plus any Approved Expenses (defined in section 12.3). For Services performed on a fixed fee basis, LinkedIn will pay Supplier on a "percentage complete" basis, taking into account any applicable project milestones, as reasonably determined by LinkedIn, plus Approved Expenses incurred prior to the date of termination. All payments by LinkedIn under this section will be subject to "not to exceed" amounts, if any, described in the applicable SOW.
- C. **Survival.** The provisions of this MSA that by their nature extend beyond the termination of this MSA, will survive the termination of this MSA.

6. WARRANTIES

- 6.1. Mutual Warranties.** Each party represents and warrants that (a) it will comply with all applicable laws, orders, codes and regulations, including all privacy laws and U.S. sanctions laws, in its performance under the Agreement; and (b) in entering into the Agreement it does not rely on any promise, statement, representation or warranty (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.
- 6.2. Supplier Warranties.** Supplier represents and warrants that (a) it will perform the Services in a diligent and workmanlike manner and in accordance with current industry standards and the Agreement; (b) the Work Product will conform to the related plans, specifications and other documents prepared by or for Supplier; (c) it has acquired and will acquire all rights necessary for LinkedIn's (i) use and ownership of the Work Product in accordance with the Agreement, and (ii) use of any third-party products provided by Supplier; (d) as of its date of delivery, the Work Product is not subject to litigation; and (e) other than as explicitly stated in the SOW, the Work Product will not include any software or copyrightable materials of any third party that are subject to any open source license, creative commons license or similar terms.

7. INDEMNITY

- 7.1. Definition. "Claims"** means claims, demands, proceedings, regulatory actions, liabilities, losses, causes of action, damages, fines, judgments, and settlements, including reimbursement of all reasonable expenses, including legal fees and expenses.
- 7.2. Indemnification.** Supplier will defend, indemnify and hold LinkedIn Corporation, LinkedIn Ireland Unlimited Company, their Affiliates, and their respective officers and directors harmless from and against:
- A.** any third-party Claims arising directly or indirectly from (a) any material breach of the Agreement by Supplier, its Affiliates, employees, contractors, agents or Subcontractors; (b) any willful misconduct or negligent act or omission by Supplier, its Affiliates, employees, contractors, agents or Subcontractors, including injuries or death to persons or damage to property; or (c) the actual or alleged infringement or misappropriation of any third party's Intellectual Property Rights resulting from LinkedIn's use of the Work Product, Supplier IP or Services; or
 - B.** any Claims arising directly or indirectly from any breach of section 11 (Data Security) or breach of the DPA (Data Protection), including the [Standard Contractual Clauses incorporated therein](#), by Supplier, its Affiliates, employees, contractors, agents or Subcontractors.

7.3. Indemnification Procedures. LinkedIn will notify Supplier in writing of any indemnified Claim within 10 business days of receipt of that Claim to allow Supplier to investigate and defend the matter. However, failure to give the notice will only relieve Supplier of its indemnity obligations to the extent Supplier is prejudiced by the failure. Supplier will have sole control of the defense and all negotiation for any settlement or compromise of any indemnified Claim provided that (a) no indemnified Claim may be settled or compromised by Supplier without LinkedIn's prior written consent, unless the settlement or compromise includes a release of all claims against LinkedIn by the party bringing the claim or action; and (b) LinkedIn may by providing written notice to Supplier (i) within forty (40) business days of service of notice by LinkedIn of receipt of an indemnified Claim; or (ii) at any time where LinkedIn determines that Supplier has refused or failed to assume control of the defense or to diligently pursue the defense thereafter, assume sole control of the defense and all negotiation for any settlement or compromise of such Claim in such a manner as LinkedIn may deem appropriate, at Supplier's sole expense. Each party will have the right at its sole expense to participate in the legal proceeding where the other party is controlling the defense with counsel of its own choosing. Furthermore, at Supplier's expense, each party will assist and cooperate in the defense of an indemnified Claim as reasonably requested by the party controlling the defense.

8. LIMITATION OF LIABILITY

8.1. Damages Waiver. Neither party will be liable to the other for any loss of business opportunities, lost profits and for any indirect, special, collateral, incidental, consequential, or punitive damages, however caused on any theory of liability, whether based on breach of contract, strict liability, warranty, tort (including negligence and breach of statutory duty) or otherwise, and whether or not the party has been advised of the possibility of that damage.

8.2. Exceptions. The limitations in section 8.1 will not apply to either party's liability for gross negligence or intentional misconduct, death or personal injury, breach of section 3 (Confidential Information), breach of section 11 (Data Security), breach of the DPA (Data Protection) or the Standard Contractual Clauses incorporated therein, any indemnification obligations under this Agreement, breach of its obligations under applicable law, or infringement or misappropriation of the other party's Intellectual Property Rights.

9. DISPUTE RESOLUTION

9.1. Governing Law. If an issue arises under the Agreement (including non-contractual disputes or claims) and the applicable SOW was signed (or the PO was generated) by a LinkedIn entity in (a) North America or South America (excluding Brazil), then the Agreement is governed by the laws of the State of California, and any action or proceeding related to the Agreement (including those arising from non-contractual disputes or claims) will be brought in a federal court in the Northern District of California; (b) any country other than those in North America or South America, Asia Pacific Countries or Brazil, then the Agreement is governed by the laws

of Ireland, and any action or proceeding related to the Agreement (including those arising from non-contractual disputes or claims) will be brought in Dublin, Ireland; or (c) Brazil or Asia Pacific Countries, then see http://legal.linkedin.com/documents/current_governinglaw_intl.pdf for applicable dispute resolution provisions. 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 expenses.

- 9.2. Injunctive Relief.** Nothing in the Agreement prevents a party from seeking a temporary restraining order or injunctive or other equitable relief with respect to a breach (or attempted breach) of the Agreement by the other party, without the requirement of posting a bond, in addition to any remedies available at law.

10. INSURANCE COVERAGE

- 10.1. General.** Supplier will maintain adequate insurance as required by law to cover Supplier's obligations under the Agreement. Coverages will be placed with insurers who have an AM Best rating of A VIII or better. Supplier's insurance will include a waiver of the insurer's subrogation rights against LinkedIn, unless prohibited by law.

- 10.2. Minimum Coverages.** Supplier will maintain the following **minimum coverages**: If Supplier has employees, employer's liability in an amount of USD \$1,000,000 per occurrence and workers' compensation insurance in accordance with law; property insurance for any LinkedIn property under the control of Supplier, Supplier's Affiliates or Sub-Contractors; commercial auto liability insurance covering any auto used in or around LinkedIn premises or in the performance of Services; commercial general liability insurance in the amount of USD \$1,000,000 per occurrence for bodily injury and property damage, naming LinkedIn as additional insured; cyberliability or errors and omissions insurance providing cybersecurity, privacy, and data protection liability coverage of not less than \$5,000,000 per incident; umbrella liability insurance, with employer's liability, auto liability and commercial general liability in the amount of \$3,000,000 if the SOW is more than \$300,000 or \$5,000,000 if the SOW is more than \$500,000; and professional liability insurance in the amount of \$1,000,000 annual aggregate, or \$3,000,000 annual aggregate if the SOW is more than \$500,000, or \$5,000,000 annual aggregate if the SOW is more than \$1,000,000.

- 10.3. Affiliates and Subcontractors.** Supplier will cause Supplier's Affiliates and Sub-Contractors to maintain adequate health, auto, unemployment compensation, liability, disability, and other insurance, as is required by law, to cover Supplier's obligations under the Agreement.

- 10.4. Evidence of Insurance.** Supplier will provide to LinkedIn certificates of insurance prior to commencement of Services under any SOW and upon renewal or replacement of required policies. LinkedIn's failure to receive any certificates of insurance provided by Supplier will not relieve Supplier of the obligation to provide the insurance coverages required in this section 10.

11. DATA SECURITY

11.1. General Security Measures. Supplier will comply with industry standard security measures (including with respect to personnel, facilities, hardware and software, storage and networks, access controls, monitoring and logging, vulnerability and breach detection, incident response, encryption of Personal Data while in transit and at rest and any other organizational and technical measures necessary to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of LinkedIn data), as well as with all applicable data privacy and security laws, regulations and standards.

11.2. Incidents. Supplier will notify LinkedIn of any suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to LinkedIn Confidential Information or non-confidential information that is in the possession, custody, or control of Supplier or any Supplier Subcontractor ("**Incident**") within 24 hours of an Incident (or, if applicable, within any shorter time period required by law) by e-mail at security@linkedin.com and by sending a confirmation by mail under the notice provision in section 17. Further, if Supplier becomes aware of any other breach of security that may lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to LinkedIn Confidential Information or non-confidential information, Supplier must promptly (and in no event later than 48 hours following such discovery) notify LinkedIn by email at security@linkedin.com. In the event of an Incident, Supplier will promptly (i) provide reasonable assistance to LinkedIn in (a) investigating and remediating the Incident and (b) responding to any dispute, inquiry, or claim concerning the Incident and (ii) reimburse LinkedIn for all expenses incurred by LinkedIn in connection with investigating, remediating and providing notice regarding the Incident.

11.3. Contact Information. In each SOW Supplier will designate a point of contact for security matters related to the Services and Supplier's compliance with the data security requirements. The point of contact may be an individual or department. Supplier will provide a phone number or email address or both for the point of contact (i.e., john.doe@supplier.com or security@supplier.com) and notify LinkedIn of any change to the point of contact.

11.4. Personnel. Supplier shall be responsible for the sufficiency of the security, privacy, and confidentiality safeguards of all Supplier personnel with respect to Confidential Information and Personal Data and liable for any failure by such Supplier personnel to meet the terms and conditions of this Agreement. Supplier shall take reasonable steps to confirm that all Supplier personnel are protecting the security, privacy and confidentiality of LinkedIn consistent with the requirements of this Agreement.

11.5. Additional Terms for Outsourced Services Providers (OSPs). If Supplier will (i) have access to LinkedIn Confidential Information or Personal Data; and (ii) process such data at Supplier's office, workplace, or physical location other than LinkedIn properties, the following terms apply:

- A. Policies.** Prior to performing any Services and annually after that, Supplier will provide LinkedIn with its incident response policy, network security policy, physical security, and business continuity and disaster recovery policies in an industry standard format.
- B. Log System.** Supplier will maintain a comprehensive log system to capture audit logs for all user and administrator actions, including successful and failed authentication attempts, session creation and termination times, and source IP address from where each access request is originating. Logs will be encrypted at rest with strong encryption technology. Supplier will retain log data for a minimum of one year following the access request. Supplier will provide (or make available to LinkedIn Subscription Service administrators) a report of the audit log history upon LinkedIn's reasonable request.
- C. Assessments.** Supplier shall, during each calendar year and at Supplier's sole expense, conduct and provide LinkedIn with a report with a joint opinion provided by an accredited, third-party audit firm under the Statement on Standards for Attestation Engagements (SSAE) No. 18 ("**SSAE 18**") (Reporting on Controls at a Service Organization) or International Standard on Assurance Engagements (ISAE) 3402 ("**ISAE 3402**") (Assurance Reports on Controls at a Service Organization) standards applicable to all services, systems, devices, and media and all material controls applicable to LinkedIn Data or any applicable superseding reports (each such report, an "Assessment"). In addition, during each calendar year, Supplier shall provide LinkedIn with evidence of Supplier's ISO 27001 certification by an accredited third-party firm. Supplier will respond promptly to any LinkedIn inquiries or requests related to the Assessments. All results of Assessments (not just executive summaries) will be made available to LinkedIn. Upon LinkedIn's request, no more than once per calendar year, Supplier will facilitate an audit (by LinkedIn or a third-party auditor on LinkedIn's behalf) of Supplier's compliance with the terms in this section 11.
- D. Remediation of Vulnerabilities.** Supplier will perform a risk assessment and classify all vulnerabilities by severity level within 24 hours of identification, using the Common Vulnerability Scoring System (CVSS) v.2 or such other computer system security vulnerabilities risk assessment methodology generally used in the industry and acceptable to LinkedIn. Once a vulnerability has been discovered, LinkedIn requires its remediation by Supplier within the timeframes stated below. In addition to any other available remedies, LinkedIn reserves the right to terminate Supplier access to any LinkedIn network or resources immediately in response to a vulnerability.

Severity Level	Remediation Time
Critical-Risk	Remediation within 24 hours
High-Risk	Remediation in 5 business days
Medium-Risk	Remediation in 15 business days
Low-Risk	Remediation in 30 business days

12. PAYMENT AND INVOICING; TAXES; EXPENSES

12.1. Payment and Invoicing. LinkedIn will pay the fees stated in the SOW for the Services. For Services provided at an hourly rate, Supplier will invoice LinkedIn in arrears on or before the 10th of the month following the later of the month in which the Services were performed or the deliverables were accepted. For Services provided on a fixed fee basis, Supplier will invoice LinkedIn on the schedule stated in the applicable SOW. LinkedIn will pay Supplier within 60 calendar days after receipt of an accurate and undisputed invoice for the accepted deliverable(s). LinkedIn has no obligation to pay any invoice received 180 days or more days after the date Supplier was required to invoice LinkedIn under this MSA or any applicable SOW. LinkedIn may withhold payment for any amount that is in dispute if LinkedIn pays the undisputed portion of the invoice within the 60 days. Supplier will not withhold or delay any Services or associated support or fail to perform any other services or obligations based on LinkedIn's withholding of fees or other good faith dispute between the parties. Supplier may submit invoices electronically if permitted by local government regulations. LinkedIn will pay in the currency stated in the SOW. However, LinkedIn reserves the right to pay in United States ("U.S.") dollars. LinkedIn is not responsible for payment of any fees for work performed or services provided by Supplier until the parties execute an SOW.

12.2. Taxes. Unless LinkedIn provides Supplier with a valid tax exemption certificate, LinkedIn will pay or reimburse Supplier for all federal, state, and local taxes, including, sales, use, gross receipts, VAT, GST, or similar transaction taxes. All transaction taxes payable by LinkedIn will be separately stated and exclusive of the price. LinkedIn is not liable for taxes that are statutorily imposed on Supplier, including taxes or fees measured by Supplier's net or gross income. If Supplier is incorporated or resident outside the U.S., Supplier represents and warrants that (a) the Services will be performed outside the U.S. and the invoice will state that the Services were performed outside the U.S.; or (b) if any of the Services are performed in the U.S., Supplier will state that in the invoice and provide a breakout of Services performed inside and outside the U.S. Supplier will provide the withholding tax forms requested by LinkedIn and submit to any withholding required under U.S. tax rules.

12.3. Expenses. If specified in an SOW, applicable out-of-pocket living, travel, and similar expenses incurred by Supplier in performing the Services will be reimbursed by LinkedIn, in accordance with LinkedIn's travel and expense reimbursement policies, only if the expenses

are pre-approved in writing by LinkedIn and incurred by Supplier prior to termination of this MSA or the applicable SOW ("**Approved Expenses**").

13. SUPPLIER PERSONNEL

13.1. Qualifications. Supplier will provide sufficient, qualified personnel who are capable of performing all of Supplier's obligations under each SOW.

13.2. Background Checks. Supplier represents and warrants that it has conducted background checks appropriate for the type of Services to be performed for its personnel performing Services, and which, at the least, were sufficient to confirm that the personnel do not appear on applicable U.S. Government export exclusion lists and to verify academic credentials. Country-specific minimum standards for background checks are available upon request by Supplier. Upon LinkedIn's request, Supplier will provide proof of the personnel background checks.

13.3. Replacements. Supplier will not remove any personnel listed by name or title in the SOW, without the prior written consent of LinkedIn, except when removal is necessary because of the resignation, death or illness, or family leave requirements of the personnel. If Supplier must remove personnel for these acceptable reasons, then Supplier will provide LinkedIn with (a) reasonable prior notice of the removal; (b) reasons for the removal; and (c) reasonable further assurances of its ability to provide suitable replacement personnel. LinkedIn may refuse the assignment of any personnel to perform Services or may request that personnel be removed for any reasonable basis, including unsatisfactory performance as determined by LinkedIn or LinkedIn's clients. Supplier will replace removed personnel as soon as commercially feasible with a resource reasonably acceptable to LinkedIn.

13.4. Access to LinkedIn Sites or Systems. If personnel of Supplier or Subcontractor will require access to LinkedIn premises or LinkedIn equipment, systems, applications or networks, such personnel must comply with LinkedIn policies and all applicable laws and regulations while performing Services and will be required to execute LinkedIn's standard resource access agreement acknowledging these obligations as a condition of their receiving such access.

14. COMPLIANCE WITH EMPLOYMENT LAWS. LinkedIn is a federal contractor. If applicable, the Equal Opportunity Clauses stated in 41 C.F.R. parts 60-1.4(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A, are incorporated into this MSA by reference. **If applicable, Supplier will abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors, to employ and advance in employment, qualified protected veterans and individuals with disabilities.** Executive Order 13658, Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause (available at 29 C.F.R. § Pt. 10, App. A), are incorporated into this MSA by reference.

- 15. ANTI-CORRUPTION.** LinkedIn is subject to various anti-bribery statutes in the U.S. and around the globe, including the US Foreign Corrupt Practices Act and the UK Bribery Act. Supplier represents and warrants that, in connection with the Services, Supplier (a) has not done and will not do anything to violate these laws and other related laws in the jurisdictions in which Supplier operates on LinkedIn's behalf; (b) has implemented its own anticorruption policy (or agrees to be bound by LinkedIn's) and will take proportionate, risk-based procedures to abide by its (or LinkedIn's) anticorruption policy for the term of the Agreement; and (c) will furnish to LinkedIn future certifications confirming compliance with this section 15 upon LinkedIn's request.
- 16. FORCE MAJEURE.** Neither party will be liable for any delay or failure in performance due to acts of God, earthquake, flood, riots, fire, epidemics, strikes or threat of strikes (excluding any such strike, labor dispute or work stoppage that involves their respective employees or agents) war or terrorism where such occurrence renders it unable to perform. The affected party will immediately notify the other party of such occurrence and will use all reasonable efforts to recommence performance as soon as possible. The obligations and rights of the affected party will be extended on a day-to-day basis for the time period equal to the period of the excusable delay. If Supplier is unable to perform for a period in excess of fifteen days due to such excusable delay, LinkedIn may terminate the Agreement upon five days written notice to Supplier.
- 17. INDEPENDENT CONTRACTOR.** The Agreement does not create a partnership, agency relationship, or joint venture between the parties. LinkedIn and Supplier are independent contractors and have no 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 for any purpose. Supplier acknowledges that Supplier and its personnel are solely responsible for withholding and paying income taxes related to the performance of Services under this Agreement. Supplier and Supplier's personnel are not entitled to receive any benefits that LinkedIn offers to its employees. In the event (a) Supplier or any of Supplier's personnel assert that they are an employee of LinkedIn; or (b) a federal, state or local governmental agency or court determines Supplier or any of its personnel are LinkedIn's employees, then Supplier shall defend, indemnify and hold LinkedIn, its Affiliates, and their respective officers and directors harmless from all liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) associated with such claim or determination.
- 18. ETHICAL CONDUCT.** Supplier agrees that it will, and it will require that its employees and agents and any Subcontractors and their employees and agents, (a) substantially comply with the most current version of LinkedIn's Supplier Code of Conduct, which is available at <https://suppliers.linkedin.com/content/suppliers/Supplier-info> or (b) comply with its own code of business standards, provided such standards are substantially similar or exceed the ethical standards in LinkedIn's Supplier Code of Conduct. Supplier will furnish to LinkedIn certification of compliance with this section upon LinkedIn's request.

19. ACCESSIBILITY. Devices, products, websites, web-based applications, or online content developed for or provided to LinkedIn must comply with all accessibility requirements under applicable law or as provided by Microsoft Corporation or its Affiliates (“**Microsoft**”). Supplier developed, provided, or maintained websites, web-based applications, or online content relevant to the Services must comply with all legal and Microsoft-provided accessibility requirements, including Level A and AA Success Criteria of the latest published version of the Web Content Accessibility Guidelines (“WCAG”), available at https://www.w3.org/standards/techs/wcag#w3c_all. An overview of WCAG is available at <http://www.w3.org/WAI/intro/wcag>.

20. MISCELLANEOUS. The parties will provide notices under the Agreement in writing and will deliver them by commercial overnight courier to the address of the other party stated on the SOW, “Attention Legal Department”, except as otherwise stated in the Agreement. Notices are effective on the date of delivery as indicated in the records of the courier. Non-legal notices (e.g. a notice of termination for convenience) can also be delivered by email. Email notices are effective on the date the recipient acknowledges receipt of an email notice from the other party. Neither party may issue a press release nor other type of announcement or public statement related to the Agreement or any Services or an Incident without the prior written consent of the other party. Neither party may assign the Agreement in whole or in part without the other party’s prior written consent (which consent will not be unreasonably denied, delayed or conditioned) except to its own Affiliate or to a purchaser of substantially all of its assets or stock. Any attempted assignment in violation of this restriction will be void. If the Agreement is translated into a language other than English, the translation is for convenience only, and the English language version will govern. If any provision of the Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to give effect to the parties’ intentions and the remaining provisions will not be affected. No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right. If executing this MSA or a SOW, the parties may execute it electronically and in counterparts. Each counterpart is deemed to be an original which, taken together, comprise a single document. The parties may amend the Agreement only in a written amendment signed by both parties. LinkedIn’s use of the Services may be impacted by changes in applicable law that result in the need to amend this MSA. Supplier will make reasonable efforts to promptly execute amendments required by such changes. Each party represents and warrants that the individual binding a party under this MSA or an SOW is authorized to do so.