



<b>Order Form #</b>	
<b>LinkedIn Master Agreement Ref#</b>	

*Do not perform services until Order Form is signed and PO is issued confirming funding.*

## ORDER FORM

This Order Form is entered into between the LinkedIn company (“**LinkedIn**”) and supplier (“**Supplier**”) set out below and is governed by the terms and conditions of: *(Select one)*

- the applicable master agreement executed by the parties.
- LinkedIn’s standard Subscription Services Agreement for subscription and professional service located at: [http://legal.linkedin.com/documents/current\\_SSA\\_US.pdf](http://legal.linkedin.com/documents/current_SSA_US.pdf).

Capitalized terms not otherwise defined in this Order Form will have the same meaning as in the applicable terms and conditions between the parties.

### 1. PARTIES

Supplier Contact Information	LinkedIn Contact Information
Supplier Name: _____ d/b/a or trading as: _____ Contact Name: _____ Contact Address: _____ Contact Phone #: _____ Contact Email: _____	LinkedIn company: _____  Contact Name: _____ Contact Address: _____ Contact Phone #: _____ Contact Email: _____
Supplier Security Contact Information	
Contact Name: _____ Contact Address: _____ Contact Phone #: _____ Contact Email: _____	

### 2. SUBSCRIPTION SERVICES TERM

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
*(Note: End Date must not be more than 1 year from Start Date)*

### 3. DESCRIPTION OF THE SUBSCRIPTION SERVICES *(Describe the Subscription Services below or attach a white paper or similar document from Supplier which sufficiently describes the Subscription Services).*

*(EXAMPLE: “Every business has documents and information that are the foundation of the company. Team members need to access and collaborate on critical documents, presentations and files, and that information needs to stay secure through multiple levels of reviews and approvals. Company A’s service serves as a central content repository that provides best-in-class security for your information, as well as the robust collaboration tools your team needs to be productive and keep your business competitive in an ever changing market. By using Company A’s Service, your business can operate faster across all departments, ensure everyone is aligned, and drive growth while maintaining security of your files to keep your projects running smoothly.)*



**4. FEES AND INVOICING.**

**4.1 Pricing.** LinkedIn will pay Supplier the following fees for the Subscription Services under this Order Form:

**Monthly/Unit Price:** \_\_\_\_\_ **Total Price:** \_\_\_\_\_

Supplier will provide a confirmation of the applicable price for any renewal term at least 90 days prior to the end of the then current term.

**4.2 Currency.** All amounts invoiced hereunder shall be invoiced in **U.S. dollars (USD)**.

**4.3 Invoicing.** Supplier must submit invoices to LinkedIn at the Accounts Payable email or physical address listed on the purchase order (PO) for processing and payment. Each invoice must reference this Order Form and be issued to the LinkedIn “Bill-To” entity name and address listed on the associated PO. Invoices must include the PO number, a full description of the Services and the time period associated with the invoiced amounts, and the LinkedIn VAT or Tax number, if applicable.

**5. SUBSCRIPTION SERVICES SUPPORT**

*(Describe the support or service level agreement(s) applicable to Subscription Services or attach support terms in a separate attachment).*

**6. BUSINESS CONTINUITY AND DISASTER RECOVERY.**

Throughout the Subscription Term, in connection with the Subscription Services, Supplier shall maintain a commercially reasonable business continuity plan and disaster recovery arrangements consistent with industry standards and best practices ("**BCP Plan**") and shall implement the BCP Plan in response to a Crisis. "**Crisis**" means an unplanned event that poses a significant threat of substantial disruption to the Subscription Services or otherwise negatively impacts LinkedIn or its Affiliates. The BCP Plan will ensure that Subscription Services can resume within 24 hours of the onset of a Crisis and all LinkedIn data gathered or stored with Supplier can be restored except for data collected or modified within 48 hours of the onset of a Crisis. Supplier represents and warrants that it will test its BCP Plan at least annually and advise LinkedIn of any dependencies Supplier has on LinkedIn (e.g., certain action(s) or information) to support recovery from a Crisis within the stated recovery time and recovery point objectives.



## 7. PERSONAL DATA

“**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. Supplier will protect all Personal Data received from LinkedIn under this Order Form as Confidential Information under the Agreement.

*(Select one)*

- Supplier will not receive any Personal Data from LinkedIn under this Order Form.
- Supplier will receive Personal Data from LinkedIn. Because Supplier will receive or process Personal Data from LinkedIn, Supplier and LinkedIn shall complete Annex 1 for the description of Personal Data and related details of processing and the data transfer.

If and to the extent that Supplier will receive or process EU Personal Data from LinkedIn, Annex 1 is subject to and incorporated into the Standard Contractual Clauses (see [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj?uri=CELEX:32021D0914](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914)), and Supplier and LinkedIn will execute the relevant Module of the Standard Contractual Clauses, using Annex 1, as attached to and incorporated into this Order Form, and Annex 2 regarding the technical and organisational security measures which Supplier must implement with regard to the EU Personal Data, as attached to and incorporated into the Agreement. With regard to EU Personal Data, the parties agree that the following terms apply:

- (i) the Data Protection Commission of Ireland shall be the competent supervisory authority pursuant to Clause 13 of the Standard Contractual Clauses;
- (ii) these terms shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland pursuant to Clause 17 of the Standard Contractual Clauses; and
- (iii) Any dispute arising from these Clauses shall be resolved by the courts of Ireland pursuant to Clause 18 of the Standard Contractual Clauses.

**8. NOTICES.** Notices to LinkedIn should be sent to Legal Department, c/o LinkedIn Corporation, 1000 W. Maude Ave., Sunnyvale, CA 94085, U.S.A.

**\*SIGNATURE PAGE FOLLOWS\***



\_\_\_\_\_

(“SUPPLIER”)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LINKEDIN CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## ANNEX 1

### Annex I to the Standard Contractual Clauses

#### EU PERSONAL DATA

##### Data exporter(s):

<b>Name:</b>	LinkedIn Ireland Unlimited Company
<b>Address:</b>	Wilton Plaza, Wilton Place, Dublin 2 IRELAND
<b>Contact person's name, position and contact details:</b>	Conor Bowe Data Protection Officer <a href="mailto:dpo@linkedin.com">dpo@linkedin.com</a>
<b>Activities relevant to the data transferred under these Clauses:</b>	A provider of professional networking and online talent, sales, marketing, employee engagement and learning services to members, guests and customers who are data subjects from the European Union, European Economic Area, or Switzerland (the “ <b>Designated Countries</b> ”); and  An employer of data subjects from the Designated Countries.
<b>Role:</b>	Controller
<b>Signature</b>	
<b>Printed Name</b>	
<b>Title</b>	
<b>Date of Signature</b>	

##### Data importer(s):

<b>Name:</b>	LinkedIn Corporation
<b>Address:</b>	1000 W. Maude Ave, Sunnyvale, CA 94085 USA
<b>Contact person's name, position and contact details:</b>	Kalinda Raina Chief Privacy Officer



	Tel.: +1 650-687-3600; e-mail: <a href="mailto:LegalTeam@linkedin.com">LegalTeam@linkedin.com</a>
<b>Activities relevant to the data transferred under these Clauses:</b>	A provider of professional networking and online talent, sales, marketing, employee engagement and learning services to members, guests, and customers who are data subjects outside the Designated Countries on behalf of the data exporter, engaging Supplier as a subprocessor for EU Personal Data; and  A provider of employment and benefits related support services to the data exporter, engaging <b>Supplier</b> as a subprocessor on behalf of the data exporter for EU Personal Data.
<b>Role:</b>	Processor
<b>Signature</b>	
<b>Printed Name</b>	
<b>Title</b>	
<b>Date of Signature</b>	

<b>Name:</b>	Supplier as defined at section 1 of this SOW/Order Form
<b>Address:</b>	As defined at section 1 of this SOW/Order Form
<b>Contact person's name, position and contact details:</b>	As defined at section 1 of this SOW/Order Form
<b>Activities relevant to the data transferred under these Clauses:</b>	As described in section 3 of this SOW/Order Form. Supplier is a data importer if they are located outside the Designated Countries and they are receiving Personal Data from a LinkedIn Affiliate located in the Designated Countries.

## NON-EU PERSONAL DATA

### Data controller:

<b>Name:</b>	LinkedIn Corporation
<b>Address:</b>	1000 W. Maude Ave, Sunnyvale, CA 94085 USA



<b>Contact person's name, position and contact details:</b>	Kalinda Raina Tel.: +1 650-687-3600; e-mail: <a href="mailto:LegalTeam@linkedin.com">LegalTeam@linkedin.com</a>
<b>Activities relevant to the data transferred under these Clauses:</b>	<p>A provider of professional networking and online talent, sales, marketing, employee engagement and learning services to members, guests, and customers who are data subjects outside the Designated Countries; and</p> <p>An employer of data subjects within the United States; and</p> <p>A provider of employment and benefits related support services to LinkedIn Affiliates location outside the U.S. and the Designated Countries, engaging <b>Supplier</b> as a subprocessor</p>
<b>Role:</b>	Controller

<b>MODULES OF THE STANDARD CONTRACTUAL CLAUSES:</b>	<b>MODULE ONE: Transfer controller to controller</b> <b>MODULE TWO: Transfer controller to processor</b> <b>MODULE THREE: Transfer processor to processor</b> <b>MODULE FOUR: Transfer processor to controller</b>
<b>Supplier's Data Processing role in relation to LinkedIn with [APPLICABLE MODULE]</b>	<input type="checkbox"/> Processor to the LinkedIn Affiliate signing the SOW/Order Form [MODULE TWO] <input type="checkbox"/> Sub-processor to LinkedIn Corporation as a data processor for LinkedIn Ireland Unlimited Company or another LinkedIn Affiliate [MODULE THREE] <input type="checkbox"/> Sub-processor to the LinkedIn Affiliate signing the SOW/Order Form as a data processor for a LinkedIn customer [MODULE THREE] <input type="checkbox"/> Independent controller [MODULE ONE] <input type="checkbox"/> Joint controller [MODULE ONE]



<p><b>Categories of Data Subjects</b> The personal data transferred concern the following categories of data (<i>please specify</i>):</p> <p>(<i>check which apply</i>)</p>	<p><input type="checkbox"/> <b>LinkedIn Members</b> - data subjects who interact with LinkedIn’s professional network and services</p> <p><input type="checkbox"/> <b>LinkedIn Guests</b> - data subjects who interact with LinkedIn’s public facing online services or guests to LinkedIn sites</p> <p><input type="checkbox"/> <b>LinkedIn Business Contacts</b> - data subjects who have provided LinkedIn with their personal information as part of business activities with LinkedIn, including procurement, sales, marketing, research and other commercial and non-commercial activities.</p> <p><input type="checkbox"/> <b>LinkedIn Workforce Data</b> - employees, contractors, or other personnel beneficiaries and dependents of employees, or candidates for employment of LinkedIn Corporation or other LinkedIn Affiliates collected or generated in the course of staff administration</p> <p><input type="checkbox"/> <b>LinkedIn Enterprise Customer Data</b> – data subjects whose personal data is controlled by LinkedIn’s customer and for whom LinkedIn Corporation or another LinkedIn Affiliate is acting as a data processor</p>
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**Categories of data**

The personal data transferred to Supplier (or which Supplier will collect or gather as a result of the Services) concern the following categories of data (*please specify*):

(*check which apply*)

- personal data **generated, shared or uploaded by members and visitors of LinkedIn** and its services.
- personal data of the **data exporter’s employees, contractors, or other personnel, or candidates for employment** collected or generated in the course of staff administration.
- Other (*describe*): \_\_\_\_\_

**Processing operations**

Supplier must process the data collected from or for LinkedIn or in connection with its services provided to LinkedIn under this SOW/Order Form solely to provide the processing operations or services specified below, in accordance with LinkedIn’s instructions.

<b>Subject Matter of Processing</b>	The Services (as described in the Agreement and any related Purchase Orders)
<b>Nature and Purpose of Processing</b>	Supplier will process Personal Data as necessary to perform the Services.
<b>Frequency of processing</b>	<input type="checkbox"/> one-off <input type="checkbox"/> on a continuous basis <input type="checkbox"/> Other: _____





<b>Duration of Processing</b>	Supplier will process Personal Data for the duration of the SOW/Order Form , unless otherwise agreed in writing.
<b>Period for which the personal data will be retained, or the criteria used to determine that period</b>	

The following description of data processing operations must describe the specific services to be provided by Supplier and any applicable instructions for access, use, storage, return, and destruction of data: The personal data transferred will be subject to the following basic processing activities (*please specify*): \_\_\_\_\_

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**



**Types of Personal Data Processed:**

(please check the relevant data types and data fields)

<input type="checkbox"/> Sensitive			<input type="checkbox"/> Data related to children <input type="checkbox"/> Genetic data <input type="checkbox"/> Biometric data <input type="checkbox"/> Health and disability data <input type="checkbox"/> Race, ethnicity or national origin <input type="checkbox"/> Political opinions <input type="checkbox"/> Religious or philosophical beliefs <input type="checkbox"/> Trade union membership <input type="checkbox"/> Sex life or sexual orientation <input type="checkbox"/> Immigration status <input type="checkbox"/> Government IDs <input type="checkbox"/> Other: _____
<input type="checkbox"/> Customer			<input type="checkbox"/> LTS <input type="checkbox"/> LSS <input type="checkbox"/> LLS <input type="checkbox"/> Glint <input type="checkbox"/> LMS
<input type="checkbox"/> Member	<input type="checkbox"/> <b>Name, Screen Name or Image from Public Member Profile</b>  <input type="checkbox"/> <b>Business Card Data</b> (name, employer, title, work email address, work phone number)  <input type="checkbox"/> <b>For Publication</b> with publicity release.	<input type="checkbox"/> <b>Member Profile Data</b> (all other data)  <input type="checkbox"/> <b>Member Contact Data</b> (email, postal address, phone number)  <input type="checkbox"/> <b>User Activity Data</b> (Purchase History, Page Views, Profile Views, Ad Interactions)  <input type="checkbox"/> <b>System and Network Data</b>  <input type="checkbox"/> <b>Customer Support Case Data</b>	<input type="checkbox"/> <b>Member Communications</b> (InMail, Inbox Messages)  <input type="checkbox"/> <b>Member Financial Data</b> (PCI, salary, transactions, etc.)  <input type="checkbox"/> <b>Member Authentication</b> (Passwords, credentials, etc.)  <input type="checkbox"/> <b>Recordings and Photos</b> (Video, Voice, Images)  <input type="checkbox"/> <b>Location</b> (GPS, IP Address, etc.)
<input type="checkbox"/> Guest	<input type="checkbox"/> <b>Business Card Data</b> (name, employer, title, work email address, work phone number)  <input type="checkbox"/> <b>For publication</b> with publicity release.	<input type="checkbox"/> <b>Contact Data</b> (email, postal address, phone number)  <input type="checkbox"/> <b>User Activity Data</b>  <input type="checkbox"/> <b>System and Network Data</b>  <input type="checkbox"/> <b>Non-Sensitive Data Gathered to Qualify Research Subjects</b>	<input type="checkbox"/> <b>Guest Payment or Authentication Data</b>  <input type="checkbox"/> <b>Recordings and Photos</b> (Video, Voice, Images)  <input type="checkbox"/> <b>Data Gathered from Research Subjects</b>
<input type="checkbox"/> Workforce	<input type="checkbox"/> <b>Business Card Data</b> (name, employer, title, work email address, work phone number)	<input type="checkbox"/> <b>Personal contact data</b> such as home address, phone number, email address	<input type="checkbox"/> <b>Employee File Data</b>  <input type="checkbox"/> <b>Payroll, Employee Benefits and Financial Data</b>  <input type="checkbox"/> <b>Candidate Data</b>
<input type="checkbox"/> Business Contact	<input type="checkbox"/> <b>Publicly Available</b>	<input type="checkbox"/> <b>Confidential</b>	<input type="checkbox"/> <b>Highly Confidential</b>

## ANNEX 2

### TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Annex II to the Standard Contractual Clauses

**MODULE ONE: Transfer controller to controller**

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

#### EXPLANATORY NOTE:

*The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.*

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

In determining the technical and organizational security measures required in Clause 5 of the Data Processing Exhibit, the parties will take account of the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

As a part of and without limiting the generality of the technical and organizational security measures required in the applicable master agreement agreed to by the parties, if any, or LinkedIn's standard subscription terms located at: [https://legal.linkedin.com/documents/current\\_SSA\\_US.pdf](https://legal.linkedin.com/documents/current_SSA_US.pdf) for purchases of cloud-based subscription services, or LinkedIn's standard service terms located at: [https://legal.linkedin.com/documents/current\\_MSA\\_US.pdf](https://legal.linkedin.com/documents/current_MSA_US.pdf) for purchases of any other service types, data importer (and data importer's subprocessor, if any) will implement the following specific security measures, as applicable:

- A. Data importer's employees and contractors must be trained in relation to specific and appropriate technical and organizational security measures;
- B. Personal data must be stored on secured servers behind firewall;
- C. Data importer must comply with all reasonable security policies of the LinkedIn group that are made known or available to the data importer;
- D. Data importer's servers must be monitored by both industry standard and, as appropriate, proprietary network monitoring tools to prevent any potential security breaches;
- E. Data importer's corporate systems and databases must be password protected;



- F. VPN and direct LinkedIn network access will be limited to company-issued devices;
- G. Dual factor authentication will be mandatory for VPN access;
- H. Member passwords, if supplied to data importer, are to be hashed and salted and stored in a separate database;
- I. Data importer must retain, for one year, VPN, server, wiki and database access logs;
- J. Data importer must segregate and limit employee access permissions;
- K. If applicable, data importer must rotate keys to credit card databases; and
- L. Data importer must conduct active and automated monitoring of critical access logs and anomaly detection.



### ANNEX 3

#### LIST OF SUB-PROCESSORS

Annex III to the Standard Contractual Clauses

**MODULE TWO: Transfer controller to processor**

**MODULE THREE: Transfer processor to processor**

*EXPLANATORY NOTE:*

*This Annex must be completed for Modules Two and Three, in case of the specific authorisation of sub-processors (Clause 9(a), Option 1).*

The controller has authorised the use of the following sub-processors:

	<b>Subprocessor Name</b>	<b>Subprocessor Company Address</b>	<b>Contact Person's name, position, and contact details</b>	<b>Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised):</b>
1				
2				
3				
4				
5				
6				
7				