

LinkedIn Purchase Order Terms and Conditions

These terms and conditions of this purchase order (“**PO**”) are the exclusive and binding agreement of the LinkedIn entity listed on this PO (“**LinkedIn**”) and the supplier listed on this PO (“**Supplier**”) for the purchase of the products (“**Goods**”) or services (“**Services**”) ordered on the face of this PO. These terms and conditions also apply to any purchases made by credit cards, including virtual credit cards, that reference these terms.

1. ACCEPTANCE

1.1. Acceptance Limited to These Terms. If LinkedIn submitted this PO to Supplier in response to an offer from Supplier, then LinkedIn’s acceptance of Supplier’s offer is expressly conditioned on Supplier’s agreement to this PO. If this PO is an offer from LinkedIn to Supplier, then Supplier’s acceptance of LinkedIn’s offer must be limited to the terms of this PO. Supplier must not accept this PO unless Supplier accepts these terms. If Supplier acknowledges this PO or begins performance Supplier will be deemed to have accepted this PO. Supplier must not provide any Goods or Services unless LinkedIn issues a fully funded PO for such Goods or Services.

1.2. Entire Agreement; No Additional Terms. This is the entire agreement between the parties regarding the sale of the Goods and Services and this PO supersedes all prior representations, negotiations and agreements whether written or oral. However, if LinkedIn has an existing formal written agreement with Supplier governing LinkedIn’s purchase of the Goods and Services then the terms in that formal written agreement will supersede any contrary terms in this PO. No change to this PO will be effective unless in writing and signed by an authorized LinkedIn signatory or purchasing representative. LINKEDIN OBJECTS TO ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SUPPLIER AT ANY TIME IN QUOTES, ORDER ACKNOWLEDGEMENTS, HYPERLINKS, OR SIMILAR MATERIALS.

2. PRICES AND INVOICES

2.1. Price; Expenses. The price LinkedIn will pay for the Goods and Services is the price stated on this PO. If a price is not stated on this PO or in a formal, written agreement for the sale of the Goods and Services, then the price will be Supplier’s lowest, prevailing market price for similar quantities with similar shipping requirements. The price excludes all applicable shipping costs, insurance fees, taxes and other miscellaneous charges, which may not be

displayed on this PO, but should be invoiced as separate items. If the unit price is based on weight of the Goods, the weight ordered excludes the weight of any packaging. If Supplier incurs expenses to deliver the Goods or perform the Services, LinkedIn will reimburse Supplier for these expenses at cost, without additional markup, and only to the extent they are pre-approved by LinkedIn and itemized on the face of this PO. In order to be reimbursable, travel expenses also must comply with LinkedIn’s then- current Travel Policy, available upon request.

2.2. Taxes.

2.2.1 Generally. LinkedIn is not liable for taxes that are statutorily imposed on Supplier, including taxes or fees measured by Supplier’s net or gross income.

2.2.2. Liability for Taxes. Except as provided below, Supplier shall be liable for all taxes imposed on, based on, or in respect of the Goods or Services, and all taxes that are imposed on Supplier’s acquisition, ownership, or use of property or services in the course of providing Goods or Services to LinkedIn. Except as expressly set forth in this PO or required by applicable Law, LinkedIn shall have no responsibility to pay or withhold any tax from any payment to Supplier under this PO.

2.2.3. Transaction Taxes. Where required by applicable Law, Supplier will charge LinkedIn sales tax, excise tax, use tax, value added tax, goods and services tax, consumption tax, or equivalent type charges (“**Transaction Taxes**”) that are owed by LinkedIn solely as a result of the provision of the Goods or Services and which are required or permitted to be collected from LinkedIn by Supplier under applicable Law. Unless otherwise expressly indicated on an ordering document, any ordering document attached to this PO does not include Transaction Taxes. Transaction Taxes must be separately indicated on the invoice for the applicable Goods or Services. If LinkedIn provides Supplier with a valid exemption certificate, Supplier shall not collect the Transaction Taxes covered by such certificate. All charges will be supported by valid tax invoices provided by Supplier to LinkedIn. LinkedIn will not be responsible for or pay any penalties or interest based on Supplier’s failure to properly remit any Transaction Taxes.

2.2.4. Withholding Tax. If taxes are required to be withheld on payments under this PO in accordance with the tax Laws applicable in the country of resident of LinkedIn (“**Withholding Tax**”), either at the time of ordering or during the performance of this PO, LinkedIn may, in its sole discretion, deduct

such Withholding Tax from the payment to Supplier and remit such Withholding Tax to the relevant taxing authority on behalf of Supplier. In no event shall LinkedIn be required to “gross-up” or increase any payment to Supplier for Goods or Services due to such payment being subject to a lawful withholding of taxes. Supplier shall promptly reimburse LinkedIn for any Withholding Tax that LinkedIn is required to remit to a taxing authority but did not withhold from its payments to Supplier. Supplier must provide the applicable Withholding Tax forms to LinkedIn upon the issuance of this PO. Supplier's failure to provide the Withholding Tax forms to LinkedIn may result in a delay in payment by LinkedIn to Supplier and shall be considered an inaccurate or disputed invoice.

2.3. Payment Terms. Unless LinkedIn states differently via a separate, written agreement, LinkedIn will pay the price for the Goods and Services that are satisfactorily provided, according to the net payment terms stated on the face of this PO, after acceptance of the Goods and Services under Section 4 and receipt of a correct invoice referencing this PO number. If net payment terms are not stated on the face of this PO or otherwise designated in LinkedIn's supplier portal, payment will be made within sixty (60) calendar days after receipt of an accurate and undisputed invoice for the accepted Goods and Services. LinkedIn has the right to withhold payment for any amount that is in dispute. LinkedIn may set off any amount owed by LinkedIn or its Affiliates (defined below) to Supplier against any amount Supplier or its Affiliates owe LinkedIn. LinkedIn will pay in the currency stated on the face of this PO or in the related purchase agreement, however, LinkedIn reserves the right to pay in United States dollars. In no event will LinkedIn be obligated to pay any amount that exceeds the total PO amount, including any interest or penalties on any amounts. “Affiliate” means an entity that controls, is controlled by, or is under common control with, LinkedIn or Supplier.

2.4. Invoices. Supplier will promptly invoice LinkedIn upon delivery of Goods and Services as outlined on this PO, but in no event later than thirty (30) days following LinkedIn's acceptance of the Goods and Services under Section 4. LinkedIn has no obligation to pay any invoice received 180 days or more after the date Supplier was required to invoice LinkedIn. Unless otherwise specified, Supplier will submit all invoices to LinkedIn via LinkedIn's electronic invoice submission process in accordance with the directions found on the supplier information page at <https://www.linkedin.com/legal/l/supplier-information>. Supplier will not charge LinkedIn for researching, reporting on, or correcting any errors relating to its invoices.

3. PACKING AND SHIPPING; DELIVERY

3.1. Packaging. Supplier must package all Goods with itemized packing sheets that list contents, in accordance with good commercial practice and in a manner acceptable to common carriers for shipment at the lowest rate for the Goods involved, and adequate to ensure safe and timely arrival of the Goods to their destination.

3.2. Labeling. Supplier packaging must be labeled with this PO number, the date of shipment, and the names of any consignee and consignor. Supplier must mark each package with any required handling and shipping information and must comply with any country-of-origin markings to satisfy the customs authorities of the destination country.

3.3. Shipping Instructions. Supplier must ship only the quantities specified in this PO and may not over-ship or under-ship. Supplier must ship the Goods for arrival on the delivery date specified in this PO. Supplier must perform the Services on the date specified in this PO. Supplier will advise LinkedIn immediately if unable to ship so that the Goods arrive on the specified delivery date.

3.4. Delivery. Unless otherwise stated on the face of the PO, Supplier will deliver the Goods FOB Destination Incoterms 2010 DDP-Delivery Duty Paid, on the agreed upon schedule, with the carrier and to the destination stated on the face of this PO. If there is no delivery schedule stated on the face of this PO, Supplier will fill this PO promptly. If there is no carrier stated on the face of this PO, Supplier will use the most commercially reasonable common carrier.

3.5. Transfer of Title. Title to the Goods will transfer to LinkedIn after the Goods are accepted at LinkedIn's specified destination.

3.6. Rescheduling. LinkedIn may reschedule the delivery of Goods or performance of Services at any time without liability or cost. The new date for delivery or performance will not be more than 180 days beyond the originally scheduled date.

4. ACCEPTANCE; RETURNS

Supplier will submit the Goods or Services specified in this PO to LinkedIn as deliverables subject to the schedule stated in this PO (“Deliverables”). LinkedIn may inspect and test the Goods and Services prior to acceptance. LinkedIn

may, at its option, either reject and receive a refund for Goods or Services that do not comply with this PO or require Supplier to repair or replace the Goods, or reperform the Services, promptly and without charge. LinkedIn will indicate to Supplier that it has accepted or rejected the Goods or Services within thirty (30) days of delivery or LinkedIn's acceptance will be presumed. Supplier will remain liable for defects in the Goods or Services. LinkedIn's payment for the Goods or Services will not constitute acceptance of the Goods or Services or a waiver of any rights arising from Supplier's failure to meet the requirements of this PO.

5. DEFAULT; CANCELLATION

5.1. Default of Supplier. If Supplier breaches this PO or if any Goods or Services delivered hereunder do not fully meet the requirements of this PO, LinkedIn may: (a) require Supplier to promptly correct, at no cost to LinkedIn, any defective or nonconforming Goods or Services by repair or replacement or reperformance, at the locations specified by LinkedIn, (b) terminate this PO, in whole or in part, by providing written notice to Supplier, and procure similar replacement goods from other sources, (c) recover Goods which Supplier failed to deliver to LinkedIn, (d) obtain specific performance of unique Goods or Services which Supplier failed to deliver to LinkedIn, or (e) exercise any other remedy or remedies provided in subsection 5.2 below.

5.2. Other Remedies.

5.2.1. Replacement Goods or Services. LinkedIn may procure any reasonable replacement goods or services under clause 5.1(b) above, and in this case Supplier will be liable to LinkedIn for: (a) amounts already paid by LinkedIn for the Goods or Services, (b) the difference between the cost of the replacement goods or services, (based on the market price at the place of tender and at the time the breach was identified by LinkedIn) and the price listed in this PO, and (c) incidental and consequential damages.

5.2.2. Defective or Non-Conforming Goods or Services. If LinkedIn rejects defective Goods, LinkedIn will have a security interest in the defective Goods in the amount which LinkedIn pre-paid for the defective Goods. If LinkedIn accepts the Goods or Services, then justifiably finds a nonconformity in the Goods or Services, Supplier will be liable to LinkedIn for losses resulting in the ordinary course. If LinkedIn rejects the Goods or Services due to their failure to conform to warranty, Supplier will be liable to LinkedIn for: (a) the value of the Goods or Services, if they had been conforming, at the time and place of

acceptance, *less* (b) the value of the non-conforming Goods or Services at the time and place of acceptance.

5.2.3. Incidental Damages. Supplier's liability for LinkedIn's incidental damages, if any, includes: LinkedIn's (a) expenses to inspect, transport and store the Goods, (b) expenses and commissions in connection with buying replacement goods or services, and (c) any other reasonable expenses related to delivery delays or other breaches.

5.2.4. Consequential Damages. Supplier's liability for LinkedIn's consequential damages, if any, includes: (a) any loss resulting from LinkedIn's requirements of which Supplier, at the time of contracting, had reason to know and which LinkedIn could not reasonably prevent, and (b) personal injury or property damage proximately resulting from any breach of warranty.

5.2.5. Remedies are Non-exclusive. The foregoing remedies are in addition to all other remedies of law or in equity or provided under this PO, for damages or otherwise, and will not be deemed to be exclusive. If LinkedIn cancels all or part of this PO for Supplier's default and it is later determined that Supplier was not in default, Supplier's rights will be construed as if the cancellation was for LinkedIn's convenience under subsection 5.3.

5.3. Cancellation for Convenience. LinkedIn may cancel this PO, in whole or in part, at any time for its convenience by providing written notice to Supplier. Supplier must stop work as described in the notice and must use reasonable efforts to minimize its cost to stop work. Upon cancellation for convenience, Supplier may invoice LinkedIn for reasonable charges consisting of a percentage of the PO performed prior to cancellation, *less* salvage value of any work terminated. Supplier must provide its claims for charges in writing and with appropriate documentation within sixty (60) days from the date Supplier received LinkedIn's notice of cancellation. LinkedIn may check Supplier's claims by auditing Supplier's related records and facilities. LinkedIn will not pay charges for Goods that are not made specifically under this PO unless LinkedIn cancels this PO less than thirty (30) days prior to the scheduled delivery date. LinkedIn's payment of these cancellation charges will be considered a complete and final discharge of LinkedIn's liability for cancellation under this subsection 5.3.

5.4 Insolvency. The insolvency or adjudication of bankruptcy, filing a voluntary petition in bankruptcy, or making an assignment for the benefit of creditors by either party will be a material breach of this PO. For this PO, “insolvency” means either (1) a party’s liabilities exceed its assets, each fairly stated, or (2) a party’s failure to pay its business obligations on a timely basis in the regular course of business.

5.5 Supplier’s Sole Remedies. Supplier is not entitled to any remedy for cancellation of all or a part this PO except as provided in this Section 5.

6. REPRESENTATIONS AND WARRANTIES

6.1 General. Supplier represents and warrants that:

(a) Supplier has the full rights and authority to enter into, perform under, and grant the rights and licenses according to this PO;

(b) Supplier’s performance will not violate any agreement or obligation between Supplier and any third-party;

(c) Supplier will comply with all applicable Laws, statutes, rules, regulations or orders including without limitation those governing environment, health and safety, labor employment practices, and data protection;

(d) Goods and Services purchased will be subject to all written and oral express warranties made by Supplier’s agents;

(e) Goods and Services, including Deliverables, will not contain any viruses or other malicious code that will degrade or infect any Goods, Deliverables, products, services, or any other software or LinkedIn’s network or systems;

(f) Goods and Services, including Deliverables, are not governed, in whole or in part, by an Excluded License. “**Excluded License**” means any software license that requires as a condition of use, modification and/or distribution, that the software or other software combined and/or distributed with it be: (i) disclosed or distributed in source code form; (ii) licensed to make derivative works; or (iii) redistributable at no charge;

(g) Goods and Services, including Deliverables, will not be subject to license terms that require any LinkedIn IP, product, service, or any Supplier or third-party IP licensed to LinkedIn, or documentation which incorporates or is derived from the Deliverables, to be licensed or shared with any third-party;

(h) Supplier will, at its expense: (1) implement and maintain appropriate technical and organizational measures to protect LinkedIn materials, including Personal Data (defined in Section 7 below), and any other LinkedIn Confidential Information (defined in Section 7 below) against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, LinkedIn materials, including Personal Data, or any other LinkedIn Confidential Information, transmitted, stored or otherwise accessed or processed; (2) as soon as commercially and technologically practicable, remediate any material vulnerabilities of which Supplier becomes aware; and (3) comply with Supplier’s confidentiality, privacy and data protection obligations under this PO, including Sections 7 and 13; and

(i) the Goods, Services, and any other materials provided under these PO Terms (collectively, “**Items**”) may be subject to applicable trade laws in one or more countries. Supplier will comply with all relevant laws and regulations applicable to the import or export of the Items, including but not limited to, trade laws such as the U.S. Export Administration Regulations or other end-user, end use, and destination restrictions by the U.S. and other governments, as well as sanctions regulations administered by the U.S. Office of Foreign Assets Control (“**Trade Laws**”). LinkedIn may suspend or terminate this PO immediately to the extent that LinkedIn reasonably concludes that continued performance would violate Trade Laws or put LinkedIn at risk of becoming subject to sanctions or penalties under Trade Laws. Supplier agrees to provide LinkedIn with the import/export control classifications and information, including documentation, on the applicable import, export, or re-export authorizations, and all necessary information about the Items for any required import, export or re-export procedures and/or licenses, without additional cost to LinkedIn. “**Law**” means all applicable laws, rules, statutes, decrees, decisions, orders, regulations, judgments, codes, enactments, resolutions, and requirements of any government authority (federal, state, local, or international) having jurisdiction.

All warranties will survive inspection, acceptance and payment by LinkedIn and are assignable to LinkedIn’s successors and assigns. LinkedIn review and

approval of Supplier's materials or designs will not relieve Supplier of the warranties.

6.2. Goods Warranty Period. The warranty period described in subsection 6.2 applies, unless a different warranty period is stated on the face of this PO. All warranties for Goods under this PO continue for the longer of: (a) Supplier's (or manufacture's) standard warranty covering the Goods and (b) the period that a normal item would function under normal use.

6.3. Warranties Regarding Goods. Supplier makes the following warranties to LinkedIn regarding all Goods provided under this PO:

- a) The Goods will function properly under normal use, will be of good workmanship, free from defect, of merchantable quality, and fit for LinkedIn's intended use.
- b) The Goods will fully comply with any specifications provided by LinkedIn, including without limitation LinkedIn's product stewardship specifications, and any samples or documentation provided by Supplier.
- c) The Goods will be free of any encumbrances.
- d) The Goods will not infringe or violate a patent, copyright, trademark, trade dress, trade secret, or any other contractual rights or intellectual property rights of any third-party.

6.4. Warranties Regarding Services. Supplier makes the following warranties to LinkedIn regarding all Services provided by Supplier under this PO.

- a) Supplier will perform the Services with reasonable skill and care, in a professional manner and in full conformance with any specifications or statements of work provided by LinkedIn.
- b) Supplier's performance of the Services will not violate any duty of confidentiality Supplier owes to any third-party.

6.5. Anti-Corruption. Supplier understands that LinkedIn is subject to various anti-bribery statutes in the US and around the globe (including the US Foreign Corrupt Practices Act and the UK Bribery Act). Supplier warrants and certifies that in connection with the provision of Goods and Services to LinkedIn, Supplier has not done and will not do anything in the delivery of the Goods or

Services to violate these Laws or other related Laws in the jurisdictions in which Supplier operates on LinkedIn's behalf. Furthermore, Supplier certifies that Supplier has implemented its own anticorruption policy (or agrees to be bound by LinkedIn's) and that Supplier will take proportionate, risk-based procedures to abide by such policy for the duration of the term of this PO. Supplier also agrees to furnish LinkedIn future certifications of compliance during the term of this PO as reasonably requested by LinkedIn. LinkedIn may immediately terminate this PO for cause if Supplier fails or refuses to promptly furnish such certificate upon request.

6.6. Warranty Remedies. If any Goods or Services do not meet the warranties, LinkedIn may, at its option, and without additional cost to LinkedIn: (a) require Supplier, within five (5) business days, to correct the Goods or Services by repair or replacement or reperformance until the Goods or Services meet the warranties, (b) return any of the Goods or Services to Supplier at Supplier's expense for a full refund, (c) correct the non-conformance and charge Supplier for the cost to make the correction, or (d) engage a third-party to provide substitute Goods or reperform the Services and charge Supplier for the costs of obtaining the substitute Goods or Services from the third-party. Replaced or repaired Goods, and reperformed Services, will be warranted for the remainder of the warranty period, calculated from the date on which LinkedIn initially communicated the warranty issue to Supplier.

6.7. Remedies Nonexclusive. The remedies listed above are in addition to any other remedies available to LinkedIn in law or equity.

6.8. Pass-through Warranty. If any Goods contain manufacturers' warranties, Supplier hereby assigns such warranties to LinkedIn. This assignment will not relieve Supplier of its direct warranty obligations to LinkedIn.

7. CONFIDENTIALITY

7.1. Definition. "Confidential Information" means any information or data disclosed under this PO that (a) if tangible, is clearly marked as "Confidential" or with a similar designation; (b) if intangible, is identified 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. The existence of this PO

and the information in this PO is LinkedIn 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 7 in perpetuity. All Confidential Information remains the property of discloser.

7.2. 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 before this PO was issued; (c) becomes generally known to the public after this PO was issued, 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 7.

7.3 Limited Use and Non-Disclosure. Recipient will (a) use Confidential Information solely to fulfill its obligations under this PO; (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 this PO, and (ii) are under written confidentiality and non-use obligations at least as restrictive as those stated in this PO; 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.

7.4 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.

7.5 Independent Development / Return or Destroy. LinkedIn may independently design, develop, acquire, market, service or otherwise deal in, directly or indirectly, products or services competitive with Supplier’s or assign personnel for any purpose, only if in so doing LinkedIn does not breach this section 7. Upon (a) discloser’s written request; (b) the termination or expiration of this PO; or (c) the completion, abandonment or other ending of the provision of Goods or Services under this 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 in Section 13.1, immediately upon completion, abandonment or other ending of the provision of Goods or 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 PO, 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 7.5, 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.

7.6 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,

without the requirement for posting bond, it being specifically acknowledged by the parties that any other available remedies are inadequate.

8. INDEMNIFICATION

8.1. Indemnity. Supplier will defend and indemnify LinkedIn, its Affiliates, and their directors, officers, employees and subcontractors against any third-party (which includes any government body or regulatory agency) claims, demands, proceedings, regulatory actions, liabilities, losses, causes of action, damages, fines, judgments, and settlements, including all reasonable costs and expenses related thereto, including attorney's fees, arising directly or indirectly from:

- a) a breach by Supplier or its employees or subcontractors of any provision of this PO, including misidentification of the country-of-origin in Section 3.2 and the warranties in Section 6, Supplier's confidentiality obligations under section 7, and Supplier's privacy and data protection obligations under section 13;
- b) any negligent act or omission by Supplier or its employees or subcontractors, including injuries or death to persons or damage to property,
- 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,
- d) the failure to collect or remit Taxes due under this PO, including penalties and interest, and
- e) assertions under Workers' Compensation or similar acts made by persons furnished by Supplier.

8.2. Indemnity Procedure. LinkedIn will reasonably notify Supplier of a claim covered by subsection 8.1 and cooperate at Supplier's expense in the defense of the claim. If any Goods or Services become, or in Supplier's opinion are likely to become, the subject of an intellectual property infringement claim, Supplier will, at its expense and LinkedIn's option, in addition to the indemnity provided above, either: (a) procure a license for LinkedIn that fully protects LinkedIn for the Goods or Services to be provided and rights granted under this PO, or (b) replace or modify all components, features and operations of the Goods or Services so that they become non-infringing and in compliance with this PO while providing equally or more suitable features and functionality. If neither of the remedies set forth in (a) or (b) above are reasonably available to Supplier, Supplier may direct LinkedIn to discontinue use of the infringing

Goods and/or Services and Supplier shall give LinkedIn a refund for the applicable Goods or Services. Supplier will have the sole right to control the defense and settlement of the claim, except as described as follows. (i) Supplier must obtain LinkedIn's written consent before settling any claim. (ii) Supplier will keep LinkedIn fully informed and allow LinkedIn to participate in the defense or settlement at LinkedIn's own expense. (iii) LinkedIn may reasonably object to Supplier's selection of counsel under this subsection, in which case LinkedIn will work in good faith with Supplier to identify mutually acceptable counsel.

9. LIMITATION OF LIABILITY

9.1. Limitation of Amount of Liability. Subject to subsection 9.5, LinkedIn's maximum liability to Supplier arising out of this PO, regardless of the basis of liability or the form of action, will not exceed the total price stated in this PO.

9.2. Limitation of Type of Liability. Except for a breach of Section 7 (**Confidentiality**), Section 13 (**Privacy and Data Protection**), Supplier's indemnification obligations, infringement, misuse or misappropriation of IP Rights in connection with this PO, and fraud, neither party will be liable to the other for any indirect, special, incidental, or consequential damages, or lost profits, however caused, regardless of whether the party is advised of the possibility of such damages.

9.3. Exclusion of Liability of LinkedIn Employees. LinkedIn officers, directors, employees, Affiliates and other agents are not personally liable to Supplier under this PO, and will not be liable to Supplier under any claim related to this PO.

9.4. Purpose. The purpose of this Section 9 is to limit LinkedIn's potential liability arising out of this PO, and that allocation of risk is reflected in the prices. This Section 9 will apply despite the failure of any remedy of its essential purpose.

9.5. Certain Liabilities. Neither party's liability for death or personal injury will be limited under this Section 9.

10. INSURANCE

10.1. General Coverage. Supplier will maintain adequate health, auto,

unemployment compensation, disability, and other insurance, as is required by Law, to cover Supplier's obligations created by this PO.

10.2. Specific Coverage. In addition: (a) if Supplier has employees it must maintain employer's liability in a minimum amount of USD \$1,000,000 per occurrence and workers' compensation insurance in accordance with Law, (b) Supplier must maintain adequate coverage for any LinkedIn property under Supplier's control, or the control of Supplier's Affiliates or sub-contractors, (c) Supplier must maintain commercial auto liability insurance covering any auto used in or around LinkedIn premises or in performance of Services, and (d) Supplier must maintain commercial general liability insurance in the minimum amount of USD \$1,000,000 per occurrence for bodily injury and property damage, naming LinkedIn as additional insured. Supplier's insurance must include a waiver of the insurer's subrogation rights against LinkedIn, unless prohibited by Law. If the common practice in Supplier's business is to maintain greater insurance coverage than the coverage described in this Section, then Supplier will maintain this greater coverage.

10.3. Affiliates and Subcontractors. Supplier will cause its Affiliates and sub-contractors to maintain adequate health, auto, unemployment compensation, liability, disability, and other insurance, as is required by Law, to cover its obligations created by this PO.

10.4. Professional Errors and Omissions Liability Insurance. If Supplier is performing Services that are professional services, then Supplier must maintain the following minimum insurance coverage limits: Professional Errors and Omissions Liability in an amount not less than \$1,000,000 per claim and aggregate any one policy period. For any Personal Data processing: privacy and cybersecurity liability, as reasonably commercially available (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs) not less than \$2,000,000 per claim.

10.5. Evidence of Insurance. Supplier must provide to LinkedIn certificates of insurance and copies of insurance policies at any time upon LinkedIn's request, including prior to commencement of Services under this PO. If insurance for which certificates or policies have previously been provided to LinkedIn expires or is modified during the period when Supplier performs the Services, then

Supplier must provide replacement certificates or policies evidencing changes immediately to LinkedIn. Neither: (a) LinkedIn's election not to receive certificates of insurance nor (b) the failure of any certificates of insurance provided by Supplier to comply with the insurance requirements in this PO, will relieve Supplier of the obligation to provide the insurance coverages required in this section 10.

10.6 Approval of Supplier Insurance Coverages. At all times, LinkedIn will have the right, but not the obligation, to approve Supplier's insurance coverages under this PO. Such approvals will be based on standard coverages available within the industry, except as otherwise may be required by this PO. Such approvals will not be unreasonably withheld.

10.7. Right to Purchase. If Supplier fails to purchase or maintain the insurance required by this PO, then LinkedIn will have the right, but not the obligation, to purchase such insurance for LinkedIn's benefit and recover the cost of any such premiums paid from Supplier.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. Governing Law and Jurisdiction. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this PO. This PO is governed by the laws of the State of California, without reference to its conflicts of laws provisions, and any action or proceeding related to this PO must be brought in the state courts located in Santa Clara County, California or in the federal courts located in the Northern District of California. Each party irrevocably submits to the jurisdiction and venue of such courts. The prevailing party in any litigation may seek to recover its legal fees and costs.

11.2. Dispute Resolution Procedures. The parties will attempt to resolve any dispute related to this PO 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 PO to attempt to resolve the dispute. If the parties are unable to resolve the dispute through negotiation within twenty (20) business days, then the parties will be free to commence litigation or other formal proceedings in accordance with Section 11.1.

11.3. Exceptions to Dispute Resolution Procedure. The provisions of subsection 11.2 will not be construed to: (a) prevent a party from seeking a

temporary restraining order or injunctive or other equitable relief with respect to a breach (or attempted breach) of this PO by the other party or (b) prevent a party from instituting litigation or other formal proceedings to protect its Intellectual Property Rights or to avoid the expiration of any applicable limitations period.

12. Intellectual Property Rights and Ownership.

12.1. LinkedIn Intellectual Property. LinkedIn owns all Intellectual Property Rights (defined below) related to any information or items LinkedIn provides to Supplier. Supplier may not use LinkedIn Intellectual Property except to benefit LinkedIn.

12.2 Limited Rights. No right, title or interest in any Intellectual Property Rights transfers to the other party, except for the limited rights stated in this PO. **“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 copyrights or trademarks (including the LinkedIn name and the LinkedIn logo), unless expressly authorized by LinkedIn in writing in this PO. Any such usage must be in compliance with LinkedIn's Branding Guidelines, including its Use Requirements and Terms, which can be found at: <http://brand.linkedin.com/policies.html>. Each party will own and retain all its pre-existing Intellectual Property Rights and any Intellectual Property Rights developed independently of the Goods and Services under these PO Terms, including any of such party's Intellectual Property Rights therein.

12.3 Standard Goods. Supplier grants LinkedIn a worldwide, non-exclusive, royalty-free, perpetual, transferable license for Permitted Users, to use, reproduce, and publicly display the Goods as specified in this PO. **“Permitted Users”** means LinkedIn and its Affiliates and any third-parties LinkedIn authorizes to use the Goods and Services on its behalf.

12.4 Ownership of Work Product. Unless otherwise stated in this PO, 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 as a work made for hire. 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. If Deliverables do not qualify as a work made for hire, Supplier assigns to LinkedIn all right, title, and interest in and to the Deliverables and Work Product, including all Intellectual Property Rights. Supplier waives all moral rights in Deliverables and Work Product.

12.5 License Grant to Supplier IP. If Supplier uses any Supplier IP in any of the Goods or Services, Supplier hereby grants LinkedIn and its Permitted Users 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 LinkedIn's use of the Goods, Services or Work Product if Supplier: (i) incorporates Supplier IP into the Goods, Services or Work Product, (ii) includes Supplier IP as part of the Deliverables, or (iii) Supplier IP is otherwise necessary for LinkedIn's use of the Goods, Services or Work Product. **“Supplier IP”** means the inventions, original works of authorship, developments, improvements, and trade secrets 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.

12.6 Necessary Rights. Supplier represents and warrants that Supplier has acquired and will acquire all rights necessary for the performance of the Services, delivery of Goods, and LinkedIn's use of the Goods, Deliverables and Work Product under this PO, including obtaining necessary releases and license rights from third parties. For the avoidance of doubt, this includes obtaining a perpetual, worldwide license to any utilized third-party assets, unless otherwise specified in this PO.

13. Privacy and Data Protection. Supplier will comply with the following, at Supplier's own cost and expense:

13.1. Data Privacy. To the extent Supplier will be processing Personal Data for LinkedIn under this PO, all Personal Data processing is subject to the Data Protection Addendum for LinkedIn Suppliers located at <http://legal.linkedin.com/documents/supplierDPA.pdf> (**“DPA”**) and the Annex 1 attached to this PO. If and to the extent that Supplier will receive or process EU Personal Data (as defined in the DPA) from LinkedIn, Annex 1 is subject to and

incorporated into the Standard Contractual Clauses (see <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32021D0915&locale=en>), and Supplier and LinkedIn hereby execute the relevant Module of the Standard Contractual Clauses, using Annex 1, as attached to and incorporated into this PO, 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 DPA.

13.2 Data Security.

- a) **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.
- b) Supplier's security procedures must include risk assessment and controls for: (1) system access; (2) system and application development and maintenance; (3) change management; (4) asset classification and control; (5) incident response, physical and environmental security; (6) disaster recovery/business continuity; and (7) employee training. Those measures will be set forth in a Supplier security policy. Supplier will make that policy available to LinkedIn, along with descriptions of the security controls in place for the provision of Services, upon LinkedIn's request and other information reasonably requested by LinkedIn regarding Supplier security practices and policies.
- c) **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. 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.

14. Subcontracting. Supplier will not subcontract with any third-party to furnish any Goods or Services without LinkedIn's prior written consent. If Supplier subcontracts any Services to any subcontractor, Supplier will be fully liable to LinkedIn for any actions or inactions of subcontractor, remain subject to all obligations under this PO, require the subcontractor to agree in writing that LinkedIn is an intended third-party beneficiary of its agreement with Supplier and require the subcontractor to agree in writing to terms no less protective of LinkedIn than the terms of this PO applicable to the work performed by the subcontractor, including the privacy and data protection terms in Section 13 of this PO.

15. MISCELLANEOUS

15.1. Compliance With Laws. Supplier must comply, and require that its subcontractors also comply, with all applicable Laws and regulations in effect. Upon request, Supplier will certify that it complies with all applicable Laws and regulations. LinkedIn may audit Supplier to confirm Supplier's compliance with this subsection 15.1. Supplier also will comply with the LinkedIn policies and procedures that relate to the nature of the transaction, if applicable. Compliance with LinkedIn's policies and procedures will not relieve Supplier of its obligation to comply with all applicable Laws and regulations.

15.2. Personnel. Supplier is responsible for the sufficiency of the security, privacy, and confidentiality safeguards of all its personnel with respect to Confidential Information and liable for any failure by Supplier's personnel to meet the terms and conditions of this PO. 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 PO. If Supplier personnel 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.

15.3. Assignment. Supplier may not assign its rights or delegate its duties under this PO to any third-party without LinkedIn's prior written consent. Either party may assign its rights or obligations under this PO to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this PO and (b) the assigning party remains liable for any obligations under this PO.

15.4. No Publicity. Without the prior written consent of LinkedIn, Supplier (i) is not authorized to use, and will not use, the LinkedIn name, logos, trademarks or service marks for publicity purposes, or (ii) will not refer to LinkedIn as a customer or partner through any promotional or marketing material of any kind. Any pre-approved usage of LinkedIn's name or brand in connection with this PO shall be in accordance with LinkedIn's Branding Guidelines located at <https://brand.linkedin.com/policies.html>.

15.5. Severability; Survival; No Waiver. The obligations of the parties under this PO which by their nature would continue beyond the termination, cancellation, or expiration of these terms and conditions will survive termination, cancellation, or expiration of these terms and conditions. If any term or provision of this PO is or becomes invalid under any applicable Law, then the remainder of this PO will not be affected and the remaining terms and provisions of this PO will remain in effect as if the invalid portion were not a part of this PO. LinkedIn's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.

15.6. Employment of Protected Veterans and Individuals with Disabilities. LinkedIn is a federal contractor. If applicable, the Equal Opportunity Clauses set forth 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 by reference herein. Also, if applicable, Supplier shall 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.

15.7. 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 by reference into this PO as if fully set forth in this PO.

15.8. Independent Contractor. This PO 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 or delivery of Goods under this PO. 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.

15.9. Ethical Conduct. Supplier agrees that it will, and will require that its personnel (a) substantially comply with LinkedIn's Supplier Code of Conduct, available at <https://suppliers.linkedin.com/content/suppliers/Supplier-info> or (b) comply with Supplier's 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 a certification of compliance with this section upon LinkedIn's request.

15.10. Accessibility. Any device, product, website, web-based application, cloud service, software, mobile applications, or content developed or provided by or on behalf of Supplier or its Affiliates under these PO Terms must comply with all legal and LinkedIn-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>.