**LinkedIn**

# LINKEDIN SUBSCRIPTION AGREEMENT

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

This LSA is designed to address the unique concerns of a Public Sector Entity and is not applicable to private entities. "**Public Sector Entity**" means any federal, state, or local government unit, agency, political subdivision or instrumentality. If Customer is not a Public Sector Entity, then LinkedIn's standard terms and conditions located at: http://business.linkedin.com/lsa will supersede this LSA and govern all ordering documents between the parties.

## 1. ORDERING

**1.1. Ordering Services.** Customer may access and use the subscription and advertising services offered via LinkedIn's websites to the extent and for the term stated in the ordering document ("**Services**"). Customer may allow its Affiliate to order Services under the terms of this LSA only if Customer informs LinkedIn in writing of the specific Affiliate authorized to do so. That authorized Affiliate will be (a) deemed a "Customer" for that order only; and (b) jointly and severally liable with Customer for its use of the Services and compliance with the Agreement. "**Affiliate**" means an entity that Controls, is Controlled by, or is under common Control with, a party. "**Control**" means direct or indirect ownership of (i) more than 50% of an entity's voting interest; or (ii) the right to receive more than fifty percent (50%) of an entity's profits.

**1.2. Payment and Taxes.** Customer will pay the fees for the Services in accordance with the payment terms stated in the ordering document. Customer's purchases are non-cancelable and payment for Services is non-refundable, except as otherwise stated in this LSA. Customer will pay or reimburse LinkedIn for all applicable federal, state, and local taxes, including sales, use, gross receipts, VAT, levy, GST, or similar transaction taxes imposed on Customer's purchase of Services, unless Customer provides LinkedIn with a valid tax exemption certificate. All taxes payable by Customer will be separately stated and exclusive of the fees. Customer will have no liability for taxes that are statutorily imposed on LinkedIn, including taxes or fees measured by LinkedIn's net or gross income.

## 2. RESPONSIBILITIES

**2.1. Use of Services**. LinkedIn shall provide Customer access to the Services in accordance with the Agreement. Customer will use the Services solely for its intended purpose, and as outlined in LinkedIn's service-specific terms https://legal.linkedin.com/service-specific-terms ("**Service Terms**"). Unless otherwise stated in the Agreement, only Customer-designated employees and contractors are authorized to use the Services ("**Customer User**") and must be a Member when accessing Services through linkedIn.com. A "**Member**" is an individual who signs-up to use LinkedIn's services under LinkedIn's user agreement, currently available at https://www.linkedin.com/legal/user-agreement, as amended by LinkedIn from time to time ("**User Agreement**"). The terms of the User Agreement are incorporated into this LSA. Customer will ensure that Customer Users comply with the User Agreement when using the Service within the scope of their employment. Customer may only use the Services for Customer's internal use. Customer will not provide access to the Services to any third party, except that Customer may allow its Affiliates to access and use the Services if Customer is fully liable for its Affiliates' use of the Services and compliance with the Agreement. Customer will promptly and without undue delay notify LinkedIn upon learning of any unauthorized use of the Services or any other breach of security related to the Services. Customer may use information about Members that it collects in connection with its use of the Services only as needed for use of the Services and as expressly permitted in this LSA. LinkedIn may communicate to Customer Users about the Services, including how to use the Services.

**2.2. Provision of Services.** Customer is responsible for providing LinkedIn with the information necessary for LinkedIn to provide the Services. Customer is solely responsible for the accuracy, quality and legality of such information. If a Service must

integrate with third-party systems or applications used by Customer (e.g. an applicant tracking system, "**ATS**" or a customer relationship management system, "**CRM**"), Customer is solely responsible for the integration and related activities. LinkedIn disclaims any and all liability for the use of third-party systems or applications residing outside LinkedIn's systems.

**2.3. Data Protection.** If LinkedIn processes Personal Data (as defined in Section 1 of the DPA) on behalf of Customer pursuant to this Agreement, then LinkedIn and Customer will comply with the terms of the LinkedIn Data Processing Agreement, currently available at https://legal.linkedin.com/dpa ("**DPA**"), the terms of which are incorporated into this LSA.

**2.4. Compliance with Laws**. The parties will comply with all applicable Data Protection Requirements (as defined in Section 1 of the DPA) and all international, federal, state, provincial and local laws relating to (a) corruption practice, bribery, and acts contrary to the public administration including the US Foreign Corrupt Practices Act of 1977, 15 U.S.C. § 78dd-1, et seq.; and (b) discrimination against employees or job applicants based on race, color, religion, sex, national origin, veteran status or disability. LinkedIn is enrolled in the U.S. Department of Homeland Security's E-Verify program regarding the immigration and employment eligibility of newly hired employees.

## 3. CONFIDENTIAL INFORMATION

**3.1 Definition**. "**Confidential Information**" means any information disclosed under the Agreement that (a) if tangible, is clearly marked as "Confidential" or with a similar designation; (b) if intangible, is identified as "Confidential" by discloser at 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 (e.g. pricing, non-public Personal Data, etc.). Confidential Information does not include any portion of the information that recipient can prove (a) was rightfully known to recipient before receipt from discloser; (b) was generally known to the public on the Effective Date; (c) becomes generally known to the public after the Effective Date, through no fault of recipient; (d) was received by recipient from a third party without any confidentiality obligation; or (e) was independently developed by recipient without breach of this Section 3. For Customers located in the United States, LinkedIn acknowledges that Customer is subject to certain mandatory disclosure requirements under applicable federal and state freedom of information laws, including the Freedom of Information Act, 5 U.S.C. § 552, et seq., as amended. For all other Customers, LinkedIn acknowledges that Customer is subject to certain mandatory disclosure requirements under applicable freedom of information laws in Customer's home jurisdiction. Customer acknowledges that certain information provided by LinkedIn during the performance of this Agreement may contain trade secrets and confidential commercial or financial information which may be exempt from the mandatory disclosure requirements under applicable freedom of information laws.

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

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

## 5. TERM AND TERMINATION

**5.1. Term.** This LSA is effective on the date the first ordering document is executed by Customer and LinkedIn ("**Effective Date**") and remains in effect until terminated.

**5.2. Termination and Suspension**. Either party may terminate this LSA or an ordering document if the other party materially breaches the Agreement and fails to cure the breach within 30 days after receiving notice of the breach. LinkedIn may

suspend Customer's access to the Services if Customer is in breach of the Agreement and the suspension will continue for as long as reasonably necessary for Customer to remedy the breach. If all ordering documents under this LSA have expired or been terminated, then either party may terminate this LSA for convenience by providing written notice to the other party.

**5.3. Effect of Termination.** Termination of this LSA or an ordering document will not relieve Customer from its obligation to pay LinkedIn any fees stated in an ordering document, excluding termination by Customer for LinkedIn's uncured material breach of this LSA. If Customer terminates this LSA or an ordering document because of LinkedIn's uncured material breach, LinkedIn will refund a pro-rata share of any pre-paid fees under the applicable ordering document. Customer will notify Customer Users that their access to the applicable Services has terminated and LinkedIn may remove or discard all content that Customer uploaded or otherwise made available to LinkedIn in accordance with LinkedIn's DPA and policies. Termination of an ordering document does not terminate this LSA; however, termination of this LSA will result in the immediate termination of all ordering documents. The provisions of this LSA that by their nature extend beyond the termination of this LSA will survive termination.

**6. LIMITED WARRANTY; DISCLAIMER.** LinkedIn makes no representation or warranty about the Services, including any representation that the Services will be uninterrupted or error-free. To the fullest extent permitted under applicable law, LinkedIn disclaims any implied or statutory warranty, including any implied warranty of title, non-infringement, merchantability or fitness for a particular purpose.

**7. LIABILITY**

**7.1 LinkedIn Liability**. LinkedIn will be responsible for any damages resulting from (a) the negligent acts or omissions of LinkedIn, its employees, or agents; and (b) the Services' infringement of a third party's intellectual property right.

**7.1 Customer Liability**. As permitted by law, Customer will be responsible for any damages resulting from (a) the negligent acts or omissions of Customer, its Customer Users, or agents; (b) claims made or brought against LinkedIn by a third party alleging that (i) the Customer Personal Data or LinkedIn's transmission or hosting of the Customer Personal Data infringes or violates the rights of the third party; or (ii) Customer's use of the Services in violation of the Agreement infringes or violates the rights of the third party; or (c) Customer's failure to comply with applicable laws, rules or regulations in its performance under the Agreement.

**8. LIMITATION OF LIABILITY**

**8.1 Damages Waiver.** Subject to Section 8.3, to the fullest extent permitted by law, neither party, including its respective Affiliates, will be liable to the other in connection with the Agreement for lost profits or lost business opportunities, loss of data, or any indirect, incidental, consequential, special or punitive damages. LinkedIn will be liable for Personal Data Breaches (as defined in Section 1 of the DPA) that result from LinkedIn's negligence, gross negligence, intentional misconduct or fraud.

**8.2 Liability Cap.** Subject to Section 8.3, neither party, including its respective Affiliates, will be liable to the other in connection with the Agreement for an amount that exceeds the total fees paid or payable to LinkedIn during the 12-month period before the event giving rise to the liability.

**8.3 Exclusions**. The limitations of liability stated in sections 8.1 and 8.2 do not apply to a party's (a) confidentiality obligations; (b) liability for fraud, gross negligence or intentional misconduct; (c) liability for death or personal injury; (d) violation of the other party's intellectual property rights; or (e) liability for a Personal Data Breach caused by LinkedIn' negligent acts or omissions.

**8.4 Sovereign Immunity.** The parties recognize that Customer is a Public Sector Entity, and nothing in this LSA is intended to waive or diminish Customer's rights under principles of Sovereign Immunity, as established by law.

**9. DISPUTE RESOLUTION.** The Agreement is governed by the laws of Customer's home jurisdiction. If the Customer is a United Nations program, fund, or specialized agency, then any dispute or claim related to the Agreement, including a claim of breach (unless settled by direct negotiation), will be settled in accordance with the UNCITRAL Arbitration Rules. Any resulting arbitration

award will be binding on the parties and final. If during a direct negotiation the parties wish to seek an amicable settlement of the dispute or claim by conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules.

10. **MISCELLANEOUS.** If a conflict exists between any of the terms in the Agreement, then the ordering document will govern, followed by the DPA, this LSA, the Service Terms, and finally the User Agreement. Neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding of any person relating to the subject matter of the Agreement, other than as stated in the Agreement. Notices will be provided in writing and delivered by commercial overnight courier to the address of the other party stated on the ordering document, unless otherwise stated in the Agreement. Notices are effective on the date of delivery as indicated in the records of the courier. The Agreement does not create a partnership, agency relationship, or joint venture between the parties. Neither party has the power or authority to bind the other or to create any obligation or responsibility on behalf of the other. Under no circumstances will any employee of one party be deemed to be the employee of the other. Neither party will assign 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 an Affiliate or a successor that is not a competitor of the non-assigning party, made in connection with a merger or sale of all or substantially all of a party's assets or stock. Any attempted assignment in violation of this restriction is void. The Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Customer will provide LinkedIn written notification if Customer is purchasing Services through a LinkedIn approved agency. If Customer is an agency binding a client under this LSA, Customer (a) represents and warrants that it has the authority to bind the client under this LSA; (b) will notify LinkedIn in writing of the name and address of its client that will access and use the Services; and (c) remains jointly and severally liable for all of Customer's obligations under the Agreement. If the Agreement is translated into a language other than English, the translation is for convenience only, and the English language version will govern. LinkedIn may remotely monitor Customer's use of the Services to ensure compliance with the Agreement. If any provision of the Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to give effect to the parties' intentions and the remaining provisions will not be affected. The parties may amend the Agreement only in a written amendment signed by both parties, except for the User Agreement and Service Terms, which may be modified in accordance with their terms. If this LSA will be executed then it can be executed electronically and in counterparts, each of which is deemed to be an original and together comprise a single document. Each party represents and warrants that the individual binding a party under this LSA is authorized to do so.

| CUSTOMER: Texas A&M University - College Station | | LINKEDIN CORPORATION | |
|---|---|---|---|
| Signature: | *Jeff Zimmermann* <br> C2BE2924E695A7E... | Signature: | 08640EE93DDE4B2... |
| Name: | Jeff Zimmermann | Name: | Hanh Vo |
| Title: | Director, Procurement and Business Services | Title: | VP, Legal |
| Date: | 12 February 2021 | Date: | 12 February 2021 |

AN ADDENDUM TO
LINKEDIN SUBSCRIPTION AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND LINKEDIN

The following terms and conditions are incorporated into and form a part of the LinkedIn Subscription Agreement (the "Agreement") to which this Addendum is attached. "**A&M System**" means The Texas A&M University System, an agency of the State of Texas and "**PROVIDER**" means LinkedIn.

**A&M System** requires the following additions to be made to **PROVIDER's** LinkedIn Subscription Agreement. In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this addendum will control.

1. In Section 1.1 (b) is deleted and replaced with "be solely liable for its use of the Services and compliance with the Agreement."

2. In Section 1.1 the last two sentences are deleted and replaced with ""**Affiliate**" means any of the universities and state agencies that make up The Texas A&M University System. Affiliates are listed in Exhibit A of this Addendum."

3. In section 1.2, the following is added: "As an agency of the State of Texas, Customer is tax exempt."

4. In Section 2.1 delete the following: "if Customer is fully liable for its Affiliates; use of the Services and compliance with the Agreement."

5. In Section 5, the first sentence is changed to read as follows: This Agreement will be effective upon final execution and will remain in effect for a period of five (5) years, with the option to renew for one (1) additional five (5) year term.

6. Section 7.2 is added with the following:

   INDEMNIFICATION

   LinkedIn will defend and indemnify Customer, its Affiliates and their respective directors, officers and employees from and against all third party claims to the extent resulting from or alleged to have resulted from the service's infringement if a third party's intellectual property.

7. Customer agrees to sections 7 & 8 to the extent permitted by the Constitution and laws of the State of Texas.

8. Section 9 is deleted in its entirety and replaced with the following: "LinkedIn must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. LinkedIn must submit written notice of a claim of breach of contract to the University Contracts Officer, Texas A&M University. The validity of this Agreement and all matters pertaining to this Contract, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against Customer shall be in Brazos County, Texas. Any breach of confidentiality obligations

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in this Agreement, or any unauthorized use of the services or a party's intellectual property by the other, may cause irreparable harm."

9. In Section 10, the following is deleted: Customer will provide LinkedIn written notification if Customer is purchasing Services through a LinkedIn approved agency. If Customer is an agency binding a client under this LSA, Customer (a) represents and warrants that it has the authority to bind the client under this LSA; (b) will notify LinkedIn in writing of the name and address of its client that will access and use the Services; and (c) remains jointly and severally liable for all of Customer's obligations under the Agreement.

10. The following language is incorporated into the Agreement:

**PUBLIC INFORMATION**

A. PROVIDER acknowledges that A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

B. Upon A&M System's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.

C. PROVIDER acknowledges that A&M System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

D. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

**Independent Contractor.** PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of A&M System. A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. If PROVIDER visits an A&M System campus, Provider shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of A&M System relative to conduct on A&M System's premises.

**Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

**Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or

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any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

**Franchise Tax Certification.**  If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.

**State Auditor's Office.**  PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*.  PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.   PROVIDER will include this provision in all contracts with permitted subcontractors.

**Entire Agreement.**   This Amendment and corresponding Agreement constitute the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement.  This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.

**HUB Subcontracting Plan.**  If a subcontractor will be used to provide any commodity or service as part of the scope on a specific assignment, the PROVIDER <u>will be</u> required to make a good faith effort and complete the state of Texas HSP found at [https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/](https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/).   If there are pre-existing agreements in place with companies who will be hired as subcontractors, the PROVIDER will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the PROVIDER will be expected to make a good faith effort according to the HSP instructions.

In the event that you determine you will be using a subcontractor, please contact Mr. Keith Williams from the A&M System's HUB Program at (979) 458-3265 or [kwilliams@tamus.edu](mailto:kwilliams@tamus.edu) for assistance in determining available HUB subcontractors and proper completion of the HSP.

**Force Majeure.**  Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

**Loss of Funding.**  Performance by A&M System under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature").  If the Legislature fails to appropriate or allot the necessary funds, A&M System will issue written notice to PROVIDER and A&M System may terminate this Agreement per the Section below Early Termination Fee.  PROVIDER acknowledges that appropriation of funds is beyond the control of A&M System.

**Early Termination Fee.** Services purchased under an order form for LinkedIn's learning solutions are subject to termination, in whole or in part, if funds are not appropriated by the legislature of the Customer's home State.  Customer has pre-paid or will pre-pay for the first 12-month period of any multi-year term. Thereafter, during the remainder of any multi-year term order, and only if Customer does not receive allocated government funds to pay for the remainder of such term, per Customer's non-appropriation laws, Customer may terminate such order form and pay an early termination fee. Customer must provide valid

and sufficient evidence of non-appropriation to LinkedIn, at least 30 days prior to the start date of the subsequent 12-month period of a multi-year term order. The termination date will become effective on such start date of such multi-year term order which Customer has terminated per the terms herein.  The early termination fee is equal to the discount LinkedIn has applied to such multi-year term order which has been canceled.

**Governing Law.**  The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance**,** breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

**Venue.**  Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located, which is Brazos County, Texas.

**Non-Waiver.**  PROVIDER expressly acknowledges that A&M System is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, privileges, and immunities as may be provided by law.

**Electronic and Information Resources.** A&M System is committed to ensuring that the information technology it procures, creates, or provides is accessible in accordance with applicable law. To this end, A&M System  requires that LinkedIn's services and products licensed to Customer be accessible and equitable for people with disabilities according to Sections 504 and 508 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, as amended, and as defined in Title 1, Chapter 213 of the Texas Administrative Code.

**Compliance Assertion**. LinkedIn warrants and represents that the products and services conforms to the following: (i) Web-based products provided under the LinkedIn Subscription Agreement conform to WCAG 2.0 AA and (ii) non-web based products, and services meet or exceed the applicable accessibility requirements of WCAG 2.0 AA, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d), and its implementing regulations sets forth at Title 36, Code of Federal Regulations, Part 1194. LinkedIn will provide written documentation verifying accessibility to these standards as requested and promptly respond to and take commercially reasonable efforts to resolve accessibility complaints from A&M System.  LinkedIn conducts testing, both internally and through a third-party auditor, using assistive technologies such as screen reading software. Due to the nature of LinkedIn's products and frequent updates, it is possible that a user may encounter an accessibility issue. In such a case, LinkedIn has an internal Accessibility Team who will work with the appropriate line of business to address the issue within a reasonable timeframe. LinkedIn also has a specialized Disability Answer Desk for all customer-related inquiries found at linkedin.com/accessibility.

**Conflict of Interest.**  PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the purchase of  the services to which this Addendum relates, or in any of the profits, real or potential, thereof.

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**Prohibition on Contracts with Companies Boycotting Israel.**  To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Certification Regarding Business with Certain Countries and Organizations.**  Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated if this certification is or becomes inaccurate.

**Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

**Records Retention.**  PROVIDER will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

**Notices.**  Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below.  Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably means and will be effective when actually received.  A&M System and PROVIDER can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

A&M System:  The Texas A&M University System
301 Tarrow St., Suite 273
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
Fax: (979) 458-6250
E-mail: jzimmermann@tamus.edu

PROVIDER:  LinkedIn Corporation
1000 West Maude Ave.
Sunnyvale, CA 94085
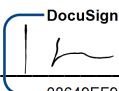Attn: Legal Department
Phone:
Email:  legal@linkedin.com

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

**The Texas A&M University System**

By_____        ___12 February 2021_____

Jeff Zimmermann        Date

Director, Procurement and Business Services


**LinkedIn Corporation**

By_____        ___12 February 2021_____

Hanh Vo        Date

VP, Legal

*Apttus No. 00126194.0*

**EXHIBIT A**

**<u>MEMBERS OF THE TEXAS A&M UNIVERSITY SYSTEM</u>**

**<u>Universities</u>**
1. Texas A&M University
2. Prairie View A&M University
3. Texas A&M University - Commerce
4. Tarleton State University
5. West Texas A&M University
6. Texas A&M University - Kingsville
7. Texas A&M University - Corpus Christi
8. Texas A&M International University
9. Texas A&M University - Texarkana
10. Texas A&M University - Central Texas
11. Texas A&M University - San Antonio

**<u>State Agencies</u>**
1. Texas A&M AgriLife Research
2. Texas A&M Engineering Experiment Station (TEES)
3. Texas A&M Forest Service
4. Texas A&M AgriLife Extension
5. Texas A&M Engineering Extension Service (TEEX)
6. Texas A&M Veterinary Medical Diagnostic Laboratory
7. Texas A&M Transportation Institute
8. Texas Division of Emergency Management

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