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Contract Number

23-1383

SAP Number

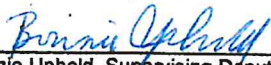
Innovation and Technology Department

Department Contract Representative	Staci McClane
Telephone Number	909-388-0622
Contractor	LinkedIn Corporation
Contractor Representative	
Telephone Number	
Contract Term	Beginning on the date the first order form is executed and continuing until terminated by either party
Original Contract Amount	Non-financial
Amendment Amount	N/A
Total Contract Amount	Non-financial
Cost Center	1200104042

Briefly describe the general nature of the contract: Non-financial Service Terms, including non-standard terms, with LinkedIn Corporation for staff access and use of LinkedIn Learning, beginning on the date the first order form is executed and continuing until terminated.

FOR COUNTY USE ONLY

Approved as to Legal Form


Bonnie Uphold, Supervising Deputy County Counsel

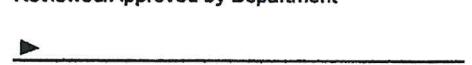
Date 11-14-2023

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department



Date

LinkedIn Service Terms

August 7, 2023

The following Service Terms apply to Customer to the extent the specific Service is included in the applicable ordering document. LinkedIn may update these Service Terms from time to time. LinkedIn reserves the right to upgrade, update or discontinue any aspect or feature of a Service in whole or in part; provided, however, that if LinkedIn discontinues a Service in whole during the term of an ordering document, then LinkedIn will provide Customer with an alternative or replacement service.

1. TALENT SERVICES

1.1. Recruiter Corporate

Customer will use the Recruiter Corporate Service (and related services) and information about Members only to recruit individuals to become employees and consultants of Customer or its Affiliates, or, if Customer is acting as a Staffing Agency or BPO, only to recruit individuals to become employees and consultants of its clients. "**Staffing Agency**" means a Customer that uses the Services to recruit on behalf of a third-party client using Customer's own name and/or logo, including without limitation, staffing agencies, executive search firms, and direct hire firms. "**BPO**" means a business process outsourcer Customer that recruits on behalf of a client using the client's name and/or logo, including without limitation, recruitment process outsourcers, managed service providers, and clinical research outsourcers. Customer will inform LinkedIn of its Staffing Agency or BPO classification with a client before purchasing the Recruiter Corporate Service, and Agency will promptly inform LinkedIn of any change in classification. Staffing Agency purchases of Recruiter Corporate seats are governed by the master subscription agreement between LinkedIn and Staffing Agency. BPO purchases of Recruiter Corporate seats are governed by the master subscription agreement between LinkedIn and the BPO's client. Customer's breach of this Section will be deemed a material breach of the Agreement.

1.2. Recruiter Professional

All capitalized terms in this section shall have the meaning assigned to them in these Service Terms and/or the LSA. Customer will use the Recruiter Professional Service and related services ("**RPS**") and information about Members only to (i) recruit individuals to become employees and consultants of its clients and (ii) for Customer's internal recruitment purposes, provided that only Staffing Agencies may use RPS. Customer will not, and will not permit Customer's Users to, use RPS to recruit on behalf of a client using the client's name and/or logo, including (without limitation) through the use of the client's name and/or logo in Customer Users' LinkedIn.com profiles, Job Postings and/or LinkedIn InMails. Customer will inform LinkedIn of its Staffing Agency classification with a client before purchasing RPS, and Staffing Agency will promptly inform LinkedIn of any change in classification. Customer's breach of this Section will be deemed a material breach of the Agreement.

1.3. Recruiter Lite

Customer will use the Recruiter Lite Service (and related services) and information about Members only to recruit individuals to become employees and consultants of Customer or its Affiliates, or, if Customer is a Staffing Agency, only to recruit individuals to become employees and consultants of its clients. BPOs are prohibited from using the Recruiter Lite Service. Excluding BPOs, Customer's and its Affiliates' employees and

contractors are limited to a cumulative total of 20 Recruiter Lite seats. Customer's breach of this Section will be deemed a material breach of the Agreement.

1.4. Additional Terms for Recruiter

Recruiter seats may be reassigned in accordance with the terms set forth on the [Recruiter Help Portal](#). Customer will not share any information regarding a LinkedIn Member's Open to Opportunities status with that Member's current employer. Customer will ensure that its Customer Users use the Recruiter InMail feature in accordance with LinkedIn's [Recruiter InMail Policy](#). Customer's breach of this Section will be deemed a material breach of the Agreement.

1.5. Job Postings and Job Slots

All Postings must comply with the [LinkedIn Jobs Policies](#) as well as all applicable laws. We periodically update our policies; Customer acknowledges and agrees that LinkedIn may update and change its policies at any time without notice. Job Postings and Job Slots Services (collectively, "**Jobs Services**") are designed to help Customer reach quality candidates for job opportunities. Job Postings posted under available Job Slots will expire upon the expiration/termination of the ordering document. The Jobs Services allow Customer's postings to be served on properties (e.g., websites and mobile applications) of LinkedIn and enabled third parties. Customer is responsible for (i) all postings and content through the Jobs Services or otherwise to LinkedIn, including but not limited to the job descriptions, creatives, trademarks, images, URLs and pixels that comprise the postings or content therefor (collectively, "**Postings**"); and (ii) all content and property to which Postings may direct viewers, as well as redirects ("**Destinations**"). Customer may not resell or transfer access to the Jobs Services to any other party. Each Posting must be for 1 job opportunity; it is not permitted for a Posting to solicit applications for more than one position. Customer will not copy, duplicate, replicate, scrape or otherwise reproduce jobs from a hiring company's website and upload them to LinkedIn as Postings without the hiring company's prior knowledge and authorization. Where a hiring company informs LinkedIn that Customer has done so without its prior knowledge and authorization, LinkedIn reserves the right to remove such Postings immediately and without prior notice to Customer. In order to post a job for a position at a third-party entity, Customer must have an active contract in place with the third-party entity providing active recruiting services beyond job posting for the applicable position. To resolve disputes and ensure compliance with our policies, LinkedIn may request additional information to verify the contractual relationship and permission to post jobs for third parties. Customer agrees that it will not, and will not enable or authorize any third party, by virtue of the Postings, Destinations, or use of the Jobs Services, to:

- Provide identifiable candidate resume or application data to any other parties (except for Customer's service providers (such as an applicant tracking system));
- "**Spam**" or otherwise contact applicants for purposes other than related to the specific employment opportunity described in the posting;
- Harass, stalk, or contact any applicant after they have asked not to be contacted;
- Except as expressly authorized by LinkedIn in writing, use any automated means or form of scraping or data extraction to access, modify, download, query or otherwise collect information from LinkedIn's websites; or
- Except as expressly authorized by LinkedIn in writing, copy, modify or create derivative works of the Jobs Services or any related technology.

Customer's breach of this Section will be deemed a material breach of the Agreement.

1.6. Career Pages

All Career page "traffic driver" ad impressions will launch within 90 days from the Start Date in the ordering document, using social ad units and targeting generated by LinkedIn.

1.7. Talent Hub

Talent Hub is a hiring platform that enables customers to source, manage, and hire candidates in one place. Talent Hub is a system of record that is an applicant management system designed to host all candidate data, including first name and last name, email address, telephone number, professional history, interview and hiring team feedback and evaluations, salary information, final disposition, and other candidate data received from Customer's third-party talent acquisition extensions ("**Talent Hub Data**"). Talent Hub will be used to manage candidates through the recruiting workflow ultimately helping companies collaborate on jobs and candidates and hire in the same platform they use to source candidates. LinkedIn will use Talent Hub Data to provide, support, and improve LinkedIn's Services, including to provide Talent Hub Data in the aggregate to surface insights and benchmarking to help companies have better insight into their process relative to their peers. Customer is solely responsible for the implementation of Talent Hub, including (i) migrating any candidate data from Customer's third-party applicant tracking system to Talent Hub; (ii) providing the candidate data in a format that is acceptable to LinkedIn and compatible with Talent Hub; and (iii) ensuring it has all necessary consents to provide the candidate data to LinkedIn (collectively, "**Implementation**"). LinkedIn disclaims any and all liability in connection with the Implementation.

2. SALES SERVICES

2.1. Sales Navigator

Customer may use the Sales Navigator Service only to generate sales leads. Customer may not use the Sales Navigator Service for recruiting purposes. Customer will have access to Sales Navigator [value-add services](#) for the Term of the ordering document. No refund or credit will be provided if the value-add services are not used during the Term of the ordering document.

3. LEARNING SERVICES

3.1. LinkedIn Learning

Customer will have access to the content on the LinkedIn.com platform only. Customer Users may only view the content online via the LinkedIn.com platform or by downloading the content for offline viewing via the LinkedIn Learning mobile app. Customer may not violate the intellectual property or other rights of LinkedIn, including, without limitation, (i) copying or distributing our learning videos or other materials or (ii) using the word "**LinkedIn**" or our logos in any business name, email, or URL except as provided in the [Brand Guidelines](#). Unless agreed to otherwise by the parties on the applicable ordering document, a Customer User must be a then current employee, contractor, student or library patron depending upon the LinkedIn Learning service purchased by Customer. For the LinkedIn Learning service, the User Agreement will apply if Customer connects its LinkedIn Learning dashboard to its Customer Users' LinkedIn.com profiles. Customer User must be at least 16 years of age. Customer will designate a single master administrator ("**Master Admin**"). The Master Admin will have access to the reporting and management tools and will be able to establish full administrators and sub administrators with limited rights and access. Except as set forth below, Customer may only display or

perform the content in a public setting, including a conference room or classroom, if Customer has purchased seats for all Customer Users. Customer retains sole responsibility for all content (including third-party content) uploaded or provided by Customer through our Services and will monitor, review, and remove such content. All content Customer uploads or provides through our Services must be owned or licensed to Customer. Only Customer will have access to such content. One LinkedIn Learning seat = One Customer User, and each seat is deemed used/active when a Customer User registers to access the content service. Each Customer User must have a unique identifier for a login, such as a unique email address or IP address. Aliases are not permitted. During each 12-month term of an ordering document, Customer may reassign 10 seats or 25% of the total number of seats purchased, whichever is greater. For LinkedIn Learning Campus, the number of seat reassignments is equal to 10 seats or 35% of the total number of seats purchased, whichever is greater. During the term of a LinkedIn Campus ordering document, should the Campus Customer exceed the total FTE count listed on the ordering document Customer may increase the FTE count with an executed, zero-dollar add-on ordering document. The add-on seats will co-term with the original order form. If the original ordering document is for a Partial Campus (a specific department on Campus) the additional zero-dollar seats requested must be used for said specific department only. LinkedIn Campus FTE quantities listed on the initial invoice represent the starting quantities that will be provisioned by LinkedIn.

3.1.1. LinkedIn Learning for Library

For each LinkedIn Learning for Library seat purchased by Customer, any Customer User who has a valid Customer's library card, or pin/password, may access the LinkedIn Learning content via LinkedIn Learning for Library during the term of the order. The LinkedIn User Agreement will not apply to LinkedIn Learning for Library Customer Users. A Customer User is an individual designated by Customer that has (1) registered, received and maintains an active Customer library card/Customer Account and (2) who resides (maintains a valid address) in Customer's geographical service location. Customer must verify that the individual resides in the Customer's geographical service location. A Customer User may be a staff member even if the staff member does not reside in Customer's geographical service location. Customer may only market the LinkedIn Learning for Library service to individual patrons of the Library. Customer or any government entity related to or associated with Customer will not market to any other groups, including but not limited to, any business, corporation, school district, school (including higher education such as universities or colleges), non-profits, and government agencies. Customer's breach of the foregoing sentence will be considered a material breach of the Agreement. If LinkedIn determines that Customer or any other entity is marketing LinkedIn Learning for Library without permission, LinkedIn will terminate Customer's order. Customer will not be able to establish sub administrators, upload content, reassign seats, or display or perform the content in a public setting, including a conference room or classroom.

4. INSIGHTS SERVICES

4.1. Custom Insights and Analytics Reports

LinkedIn may generate certain insights and analytics reports on Customer's behalf derived from aggregating applicable Member profile data ("**Insights Reports**"). LinkedIn, in its sole discretion, may adjust or decline to include certain Member profile data in Insights Reports if LinkedIn believes the exposure of the Member profile data may compromise the privacy of Members or other LinkedIn customers. Insights Reports generated by LinkedIn on Customer's behalf are considered delivered on the date the Insights Reports are sent to Customer, even if LinkedIn provides additional analysis of the Insights Reports at a later date (e.g. responses to follow-up questions, modifications, etc.). LinkedIn will not release any underlying LinkedIn data or third-party data used to generate Insights Reports. LinkedIn retains ownership of all right, title, and interest to all content included in the Insights Reports (including any associated intellectual property rights). LinkedIn hereby grants

Customer a non-exclusive, perpetual, royalty-free, worldwide, non-transferable, non-sublicensable license to use, distribute, and display the Insights Reports for Customer's non-commercial activity. Customer will be prohibited from externally publishing Insights Reports or sharing Insights Reports with third parties without LinkedIn prior written approval in each instance. Insights Services will expire upon the expiration of the ordering document, and Insights Reports are deemed delivered the earlier of the: (i) actual delivery or (ii) the expiration of the ordering document.

4.2. LinkedIn Talent Insights

The LinkedIn Talent Insights ("LTI") Service provide customers self-serve on-demand, real-time access to aggregated LinkedIn Member profile data. LinkedIn, in its sole discretion, may adjust or decline to include certain Member profile data in the LTI Service if LinkedIn believes the exposure of the Member profile data may compromise the privacy of Members or other LinkedIn customers. LinkedIn will not release any underlying LinkedIn data or third-party data used in the LTI Service. LinkedIn retains ownership of all right, title, and interest to all content included in the LTI Service (including any associated intellectual property rights). LTI Data is derived from LinkedIn member profiles and company pages and is provided "as-is". LinkedIn disclaims all liability regarding the quality, accuracy, completeness, and timeliness of the LTI Data. LinkedIn hereby grants Customer a non-exclusive, perpetual, royalty-free, worldwide, non-transferable, non-sublicensable license to use, distribute, and display reports and data generated via the LTI Service ("LTI Data") for Customer's internal use. Customer shall not (i) publish externally or share the LTI Data with third parties without LinkedIn's prior written approval in each instance; (ii) trade, sell/re-sell or otherwise monetize the LTI Service or LTI Data or access to the same, without LinkedIn's consent; (iii) scrape or aggregate the LTI Data for the purposes of creating a competing service; or (iv) use the LTI Service or LTI Data to inform pre-investment activities and/or public security investment activities for itself or its end-clients. Notwithstanding anything written in the LSA or any other agreement between the parties, (a) only Customer and the specific Customer Affiliates to which Customer has purchased LTI Services on behalf of under this Order Form ("**Authorized Affiliates**") will be eligible to use the LTI Services; and (b) Customer (including any successor-in-interest) shall not provision LTI Services to accommodate personnel arising in connection with a Change of Control. "**Change of Control**" means (i) the sale of all or substantially all of Customer's assets to a third-party; (ii) any change in the ownership of more than 50% of Customer's voting capital stock in one or more related transactions; (iii) Customer's purchase of all or substantially all of a third-party's assets; (iv) Customer's purchase of more than 50% of a third-party's voting capital stock in one or more related transactions; and (v) any Customer merger, consolidation, or acquisition with, by, or into another entity. Pricing for add-on LTI Services requested in connection with a non-authorized Affiliate or a Change of Control will be at LinkedIn's then-current list rates. Customer's breach of this Section 4.2 will be considered a material breach of the Agreement.

4.3. LinkedIn Sales Insights.

The LinkedIn Sales Insights ("LSI") Service provides customers self-serve on-demand, real-time access to aggregated LinkedIn company data. LinkedIn, in its sole discretion, may adjust or decline to include certain company data in the LSI Service if LinkedIn believes the exposure of the company data may compromise the privacy of Members or other LinkedIn customers. LinkedIn will not release any underlying LinkedIn data or third-party data used in the LSI Service. LinkedIn retains ownership of all right, title, and interest to all content included in the LSI Service (including any associated intellectual property rights). LinkedIn hereby grants Customer a non-exclusive, perpetual, royalty-free, worldwide, non-transferable, non-sublicensable license to use, distribute, and display reports and data generated via the LSI Service ("**LSI Data**") for Customer's *internal use only*. Customer **shall not** (i) publish externally or share the LSI Data with third parties without LinkedIn's prior written approval in each instance; (ii) trade, sell/re-sell or otherwise monetize the LSI Service or LSI Data or access to the same, without LinkedIn's written consent; (iii) scrape or aggregate the LSI Data for the

purposes of creating a competing service; or (iv) use the LSI Service or LSI Data for talent acquisition. LSI Data is derived from LinkedIn company pages, and **LinkedIn disclaims all liability regarding the quality, accuracy, completeness, and timeliness of the LSI Data.** Should Customer's Agreement or ordering document with LinkedIn specify a limit on the number of times LSI Data may be downloaded by Customer, such downloads must be completed during the contract term and may not be carried into a new contract period. If the term of Customer's Agreement or ordering document is greater than 12 months, the download limit is fixed annually and any unused downloads may not be carried into the subsequent year of the Agreement or ordering document. **Customer's breach of this Section 4.3 will be considered a material breach of the Agreement.** The LSI Service is non-cancelable and non-refundable.

5. TALENT MEDIA SERVICES

[Note: Talent Media Services migrated to the LinkedIn Marketing Solutions (LMS) Program effective October 1, 2020]

6. ELEVATE SERVICE

[Note: Elevate Service is no longer offered]

7. GLINT SERVICES

7.1. Service Descriptions

7.1.1. The "Glint Platform" provides: (i) results that are processed, displayed, and available for analysis in real-time, (ii) manager dashboards where each manager that meets the minimum confidentiality threshold will receive a link to a dashboard and corresponding action plans that reflect the unique results of their team, (iii) role based permissions, data access and viewing privileges based on a user's role and organizational structure, (iv) Single Sign-On (SSO) using Supported Methods (Standard SAML 2.0 based integrations included) to allow one set of login credentials across multiple platforms, (v) comment analytics using Natural Language Processing (NLP) that is trained specifically on employee feedback and automatically extracts the most-discussed topics/themes, employee sentiment, and prescriptive/constructive comments in real-time, (vi) integrated action plans that are automatically generated for each manager based on the unique results of their team, including concrete steps and a pre-built library of resources from Glint, (vii) Glint's taxonomy, which has over 100 research driven questions across all the key domains of organizational development and the employee journey that can be drawn from to support each organization's unique needs, (viii) language translations for questions and communications in 50+ languages for standard questions and communication templates, (ix) smart alerts that automatically comb through all the survey results by various demographics and highlight key findings, such as outlier populations that have low scores, high scores, or significant changes in scores, and (x) communications templates for organization-wide and ad-hoc communications prior to, during, and post-survey. The Services do not include importing Customer data from third-party services, importing historical survey response data, exporting or transferring Customer data to any third-party services, or any integration of the Service with Customer or third-party software. Additional Fees will apply if Customer does not provide its data in a Glint-approved format. If no HRIS system is used, then additional Fees will apply if Glint does not receive the data in one compiled file. Customer Users may have access to a free, online community where they can, among other things, share best practices, which is not part of the Services.

7.1.2. If purchased, the Glint Engage Module includes Scheduled Recurring, Ad-Hoc & Always-On Surveys to measure employee engagement, team effectiveness, manager effectiveness, and/or diversity & inclusion. The Glint Engage Module allows Authorized Users to review organizational statistics relating to Survey responses

in the dashboard, along with reporting that can be customized and saved for review. It also provides additional intelligence to understand the data, including but not limited to industry benchmarks, alerts and customizable data visualizations. Glint will provide access to the Service via a login for Authorized Users. Upon login, Customer will have access to the dashboard with Survey results by team and by driver with benchmark data, Survey management functionality (including question editing and frequency setting), and reporting (including Customer's ability to configure reports with various filters and date ranges and then to export reports).

7.1.3. If purchased, the Glint 360s Module is a multi-rater employee feedback tool intended to enable employees to obtain a holistic review of their strengths and growth opportunities based on input from peers, collaborators, direct reports and managers (such reviews, "**360 Reviews**"). This Module is intended to enable human resources professionals to quickly initiate 360 Reviews for Customer employees and to provide the employees with actionable feedback following the completion of the 360 Reviews. To activate and use the 360s Module, Customer must send HRIS data via regular exports from its HRIS System to the Glint Platform.

7.1.4. If purchased, the Glint Engage + Lifecycle Package includes all product features from the Glint Engage Module including Scheduled Recurring, Ad-Hoc & Always-On Surveys to measure employee engagement, team effectiveness, manager effectiveness, and/or diversity & inclusion, plus Glint's Employee Lifecycle program which extends feedback to key events in the employee journey such as onboarding, role changes, and exit through automatically triggered surveys.

7.1.5. If purchased, the Glint People Success Package provides access to all Glint product features to allow organizations to measure and deliver insight into the employee experience, launch development feedback programs, and provide suggested actions and learning. This bundle includes Glint's Engage, Lifecycle, and 360s modules, including access to the following features and capabilities:

- **Pulse surveys** measure employee sentiment in real time, with programs spanning employee engagement, manager and team effectiveness, culture, diversity and inclusion and more
- **Employee Lifecycle** captures feedback from critical moments in the employee journey such as onboarding, role changes, and exit through automatically triggered surveys
- **360 Feedback** gives managers the structured insights and guidance they need to develop as more effective leaders
- **Combined insights** across employee feedback programs and Workplace Analytics data give leaders a unique view into how people work impacts how they feel
- **Interactive dashboards** and reports allow HR teams, leaders and managers to quickly make sense of the data, drill as deep as they want, and connect insight with outcomes like regrettable attrition and your organization's KPIs
- **Smart Alerts** uses AI-for-HR™ to monitor millions of data points and generate real-time alerts for employee populations that are at-risk for increased attrition, decreased performance, or other changes in key performance indicators
- **Comment analytics with NLP** synthesizes thousands of comments to automatically surface key themes, relative sentiment, and representative snippets. AI-for-HR™ technology isolates prescriptive comments so you can quickly zero in on employee suggestions, saving your team weeks of analysis

- **Guided ACT Conversations** allow managers and employees to build action plans together and collaborate on improving the employee experience
- **Recommendations for managers** are generated by an intelligent algorithm for each manager based on the specific engagement profile of their team and feedback on their leadership development opportunities
- **Recommendations for employees** drive more employee involvement in the process of improving their day-to-day experience at work
- **Integrated learning** content ensures all managers and employees have access to suggested actions, resources, and bite-sized LinkedIn Learning videos to easily transition from action planning to action taking
- **Nudges** guide managers to develop ongoing habits around giving and receiving regular feedback, having conversations, creating action plans, and taking action
- **People and Development Goals** allow managers and employees to plan and take action on engagement and development feedback they receive; goals have adjustable visibility settings, allowing for greater collaboration and tracking of progress

7.2. Definitions

“Administration” means an instance where a Survey is sent to a group of Survey Respondents.

“Affiliate” means an entity that controls, is controlled by, or is under common control with, a party; where **“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.

“Authorized User” means an employee of Customer who is granted access to use the Platform and view the data on the Platform.

“Authorized Respondents” means the Survey Respondents that Customer purchased Services on behalf of under the ordering document who may be contacted in any single Survey.

“Personal Data” means information about an individual that (a) can be used to identify, contact or locate a specific individual; (b) can be combined with other information that can be used to identify, contact or locate a specific individual; or (c) is defined as **“personal data”** or **“personal information”** by applicable laws or regulations relating to the collection, use, storage or disclosure of information about an identifiable individual.

“Services” means access to the hosted **“Glint Platform”** and the purchased Modules listed in the relevant Order Form.

“SCCs” means the European Commission Standard Contractual Clauses entered into between the parties under the Agreement.

“Sensitive Data” means (i) **“special categories of personal data”** under the GDPR; (ii) racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, or health or sex life for data subjects located outside of the United States; or (iii) any financial account, credit card information, sensitive health related information (including, but not limited to, vaccine status) or any government identification numbers.

“Survey” means any survey presented to Survey Respondents through the Services, including Recurring and Ad Hoc Surveys, On Demand Surveys, Lifecycle Surveys, and 360s.

“Survey Respondent” means an employee or contractor of Customer who is sent a Survey.

“Users” means, collectively, Authorized Users and Survey Respondents.

7.3. Usage, Aggregation and Transfer of Data

7.3.1. Except as provided in these Service Terms or as otherwise agreed in writing by the parties, raw survey responses identifying individual survey respondents and Personal Data associated with individual survey respondents (**“Identifiable Data”**) will not be provided to Customer. Customer will not attempt to discern Identifiable Data. Customer shall provide appropriate notices to Customer Users about, and if required by applicable law or regulation, obtain appropriate consent or other appropriate legal basis from Customer Users for: (i) the collection, transfer and processing of Customer data through the Services and (ii) Customer’s use of any service providers or other third-parties that Customer instructs Glint to send data to or receive data from Glint. Customer represents that it will not process Sensitive Data through the Services. 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 (with each Affiliate also a **“Customer”**). Glint will use the Glint subprocessors listed at <https://legal.linkedin.com/customer-subprocessors>, which list is updated from time to time. Glint shall be responsible and liable to Customer for the acts and omissions of its subprocessors or other subcontractors in connection with providing the Services.

7.3.2. For transfers of EU Personal Data to Glint for processing by Glint in a jurisdiction other than a jurisdiction in the EU, the EEA, or the European Commission-approved countries providing ‘adequate’ data protection, each party agrees it will use Module 2 of the SCCs for Controller to Processor transfers, which are incorporated herein by reference. 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 SCCs; (ii) data subjects for whom a LinkedIn entity processes EU Personal Data are third-party beneficiaries under the applicable SCCs; (iii) the SCCs shall be governed by the law of Ireland, which allows for third-party beneficiary rights pursuant to Clause 17 of the SCCs; and (iv) any dispute arising from the SCCs shall be resolved by the courts of Ireland pursuant to Clause 18 of the SCCs. Schedule A to the LinkedIn Data Processing Agreement shall apply as Annex I of SCCs and Schedule D shall apply at Annex II of the SCCs.

7.3.3. If Glint is unable or becomes unable to comply with these requirements, then EU Personal Data will be processed and used exclusively within the territory of a member state of the European Union and any movement of EU Personal Data to a non-EU country requires the prior written consent of Customer. Glint shall promptly notify Customer of any inability by Glint to comply with the provisions of this Section 7. Notwithstanding the foregoing, where the transfers contemplated under this Section 7 result in transfers of UK Personal Data to Glint for processing by Glint in a jurisdiction other than in the UK or UK Information Commissioner’s Office-approved countries providing ‘adequate’ data protection, (1) each party agrees it will use the 2010 Controller-to-Processor SCCs for so long as such SCCs are lawfully permitted for such transfers of UK Personal Data, and (2) Schedules A and D of the LinkedIn Data Processing Agreement shall apply as Annex I and Annex II, respectively. In the event that the UK Information Commissioner’s Office confirms that a **“UK Addendum to the EU Standard Contractual Clauses”** (**“UK Addendum”**) is required to rely lawfully on the SCCs for transfers of UK Personal Data, then (a) the SCCs used for EU Personal Data shall also apply to transfers of UK Personal Data; (b) the UK Addendum shall be deemed executed between Customer and Glint; and (c) the SCCs between the parties shall be deemed amended as specified in the UK Addendum in respect of

the transfer of such UK Personal Data. The UK Information Commissioner is the exclusive Supervisory Authority for the transfers of UK Personal Data under this Agreement.

7.4. Survey Email and Identifiable Data

Customer will draft the survey email, including any confidentiality notice to each Customer User ("**User Confidentiality Notice**") and provide to Glint within three (3) days prior to use in the survey. Customer may use one of Glint's standard survey email templates. Glint will only provide Identifiable Data (i.e. non-aggregated data) (i) to Customer, if the User Confidentiality Notice discloses that some of Customer's personnel will receive survey responses directly identified to individual survey respondents and (ii) to a Customer-designated supplier, if the supplier agrees to protect the data consistent with the terms of the Agreement. Customer agrees that it will not modify or delete any portion of the User Confidentiality Notice or in any other communication with Customer User that imposes any obligation on Glint. If the User Confidentiality Notice advised data subjects that Customer would receive the survey data in a non-aggregated form, Glint will provide Customer with the survey data outside of the Service's platform in a CSV format so that Customer can perform separate analysis and/or protect against data loss at an additional cost for each instance a survey is sent to a group.

7.5. Data Return

Customer agrees that on the termination of the Services, Glint shall at no cost, and shall cause any subprocessors to, at the choice of Customer, unless applicable law prevents Glint from returning or destroying all or part of the data disclosed: (a) return to Customer all the Customer personal data, including survey responses if the User Confidentiality Notice disclosed Customer would receive responses identified to individuals or (b) securely destroy them and demonstrate to the satisfaction of Customer that it has taken such measures or (c) export Customer personal data in a non-aggregated form to Customer's new service provider under a separate written agreement reasonably satisfactory to Glint under which Customer and the recipient of the data accept responsibility and liability for the data subsequent to transfer or export. Glint uses de-identified, aggregated data generated from its Services to provide statistical benchmarks across industries and improve its Services.

8. ADDITIONAL REQUIREMENTS

For the Recruiter, Referrals, Sales Navigator, LinkedIn Learning, and Talent Insights Services, Customer (a) will designate in writing one Customer User for each seat it purchases; (b) will promptly provide to and maintain with LinkedIn accurate contact information for each Customer User; and (c) will not, and will not permit a Customer User to, share a Customer User's access to the Services with any other individual. Except as described in Sections 1.4 (Additional Terms for Recruiter) and 3 (Learning Services), in the event a Customer User ceases employment, takes any type of leave or vacation, or transfers work function, Customer may transfer the Customer User's seat to a different Customer User. LinkedIn reserves the right to limit the number of transfers of each seat. Without limiting any other rights LinkedIn possesses under the Agreement, if LinkedIn discovers that Customer Users are sharing seat access to the Services with other Customer employees or contractors who have not been provisioned access (each, an "**Unauthorized User**"), then LinkedIn will have the right to provision any unused seats purchased by Customer to the Unauthorized Users to remedy Customer's breach. Customer may not resell, transfer access to, or otherwise monetize the Services without LinkedIn's written consent. Customer's breach of this Section will be deemed a material breach of this LSA.