

## LINKEDIN GROUP SERVICES AGREEMENT

Thank you for your interest in the LinkedIn Group Service. As You know, LinkedIn operates a website (the "**LinkedIn Site**"), where users ("**LinkedIn Users**") may, among other things, post their own profiles, contact other LinkedIn Users, endorse and search the profiles of, and seek referrals from, other LinkedIn Users.

LinkedIn has recently launched and made available an additional set of group-related features on the LinkedIn Site that allows members of a particular group (e.g. a professional workgroup, alumni association, or conference) to find, identify and contact other members of such group (the "**LinkedIn Group Service**").

In order to implement the LinkedIn Group Service for members of your group ("**Your Group Service**") to facilitate networking activities between Your Members who sign up for Your Group Service ("**User of Your Group Service**"), please fill out the Registration Information and indicate your agreement to perform the Required Activities and to the LinkedIn Group Service Terms (collectively, the "**Agreement**") by signing below.

### GROUP MANAGEMENT AND ORGANISATION INFORMATION

Official Full Group Name \_\_\_\_\_

Your Full Name \_\_\_\_\_

Your Role in the Group \_\_\_\_\_

Your Email Address \_\_\_\_\_

Your Phone Number \_\_\_\_\_

Your Groups Website (if applicable) \_\_\_\_\_

Group's legal structure (if applicable) \_\_\_\_\_

### REQUIRED LAUNCH AND MANAGEMENT ACTIVITIES

This section describes the activities we expect your group to perform in exchange for the free service offered. They are designed to get higher adoption rates and better service quality for your group members. Some of these activities are mandatory others are optional

- Comply with LinkedIn's Trademark Usage Guidelines (attached as Appendix A)
- Send at least 3 email invitations to each of Your Group Members within a period of 60 days from the Set Up Completion Date (You'll be notified by LinkedIn).
- Display (i) the LinkedIn logo, (ii) a short description about Your Group Service Launch and (iii) information about how to join Your Group Service on Your Group's website from the date of the release of Your Group Service to You by LinkedIn and until at least 6 months from that date, if You have a website.
- Display the LinkedIn Logo on Your Site in the "Events" or "Partners" or similar section of Your Site, including brief text description and link, for the duration of this agreement, if there is such a website in existence.
- If feasible include the static invitation link to Your Group Service in the footer of all letters sent (if You send out regular newsletters to Your members). The link can be in text only or html gif button format.
- Regularly but not less that every two weeks check in your Groups administration tool for "requests for group memberships" and either contact, approve or decline the pending requests.

BY SIGNING BELOW, YOU WARRANT AND REPRESENT THAT (I) YOU HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS; (II) ALL INFORMATION YOU PROVIDE TO LINKEDIN ARE TRUE AND CORRECT, INCLUDING BUT NOT LIMITED TO INFORMATION ABOUT YOUR AND YOUR GROUP'S IDENTITY; AND (III) YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT AND TO SERVE AS THE GROUP ADMINISTRATOR ON BEHALF OF YOUR GROUP. YOU AGREE TO INDEMNIFY LINKEDIN LTD FROM AND AGAINST ANY AND ALL LOSSES, COSTS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL FEES AND EXPENSES) IN CONNECTION WITH, RELATED TO OR ARISING OUT OF ANY OR ALL OF THE FOREGOING WARRANTIES AND REPRESENTATIONS.

#### Group:

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

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

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

**LinkedIn Ltd.**  
1975 W El Camino Real,  
Suite 307;  
Mountain View, CA 94040

**PLEASE FAX THIS PAGE TO US [+1 (650) 968-8618] IF YOU LIKE TO GET THE PROCESS STARTED AND MAIL IT TO ADDRESS ABOVE**

## LINKEDIN GROUP SERVICES TERMS

### 1. Launch and Operation of Your Group Service.

You will perform the activities set forth in the Required Activities Form to effect Your Group's launch and to maintain the operation of Your Group Service. You will have the sole right to determine who may join as a User of Your Group Service. You warrant to LinkedIn that You have the right to provide LinkedIn with a list of the names of Your Group Members. Additionally, You warrant to LinkedIn that, should You choose to provide LinkedIn with the email addresses of Your Members, You have the right to do so. You warrant that the privacy policy governing Your Group permits the activities set forth in this Section. If necessary, You will establish a privacy policy or modify Your Group's existing privacy policy to comply with the foregoing warranties.

### 2. Visibility Settings.

As used herein, "**Visibility Setting Feature**" means a functionality that enables LinkedIn Users who are not Users of Your Group Service to view Your Group's Brand Features (as defined in Section 3.1) on the LinkedIn profiles of the Users of Your Group Service ("**Profile Visibility**"), or in LinkedIn search results when viewing Users of Your Group Service in those search results ("**Search Visibility**"). All other functionality of Your Group Service will not be available to non-Users of Your Group Service.

### 3. Ownership, Licenses and Restrictions.

**3.1 Brand Features.** Subject to the terms and conditions of this Agreement, each party grants the other party a non-exclusive, nontransferable, royalty-free license to use, reproduce, distribute and display those trademarks, trade names, service marks, logos and other brand features ("**Brand Features**") provided by it to the other party solely for the purposes set forth in this Agreement. You will comply with LinkedIn's Trademark Usage Guidelines (Appendix A). Each party agrees that all uses of the other party's trademarks will: (i) include the proper marking for the trademark and the appropriate trademark attribution in reasonably close proximity to its first use of the trademarks; (ii) not alter the trademarks in any way; and (iii) use the trademarks so that each of such trademarks creates a separate and distinct impression from any other trademark that may be used by the other party. Each party agrees that all uses of the other party's trademarks, including the goodwill and reputation associated therewith will inure to the benefit of the owner of the mark.

**3.2 Your Materials Ownership.** You own and will retain all right, title and interest (including, without limitation, all intellectual property rights therein) in and to Your Site and any and all materials, information, and graphics provided to LinkedIn (the "**Your Materials**"). All use of Your Materials hereunder will inure to You and will not create any rights of ownership in them for LinkedIn. LinkedIn's rights in and to Your Materials are limited strictly to those granted expressly in this Agreement.

**3.3 Your License.** You hereby grant to LinkedIn a non-exclusive, non-transferable (except as set forth in Section 9.2) license during the term of this Agreement to use, copy and publicly display on the LinkedIn Site Your Materials, solely to comply with the terms of this Agreement. Except as expressly provided in this Agreement, LinkedIn will not modify, use, copy or distribute Your Materials without Your prior written approval.

**3.4 LinkedIn Materials Ownership.** LinkedIn owns and will retain all right, title and interest (including, without limitation, all intellectual property rights therein) in and to the LinkedIn Site, the LinkedIn Group Service, Your Group Service (other than Your Materials) and all reports, materials, information, graphics provided by LinkedIn (the "**LinkedIn Materials**"). Your rights in and to the LinkedIn Materials are limited strictly to those granted expressly in this Agreement.

**3.5 LinkedIn License.** LinkedIn hereby grants to You a non-exclusive, non-transferable (except as set forth in Section 9.2) license during the term of this Agreement to use, copy and publicly display LinkedIn Materials that LinkedIn may provide to You from time to time pursuant to this Agreement, solely to comply with the terms of this Agreement. Except as expressly provided in this Agreement, You will not modify, use, copy or distribute the LinkedIn Materials without LinkedIn's prior written approval.

**3.6 User Data.** LinkedIn retains sole ownership of all information collected on and/or residing on the LinkedIn Site and in LinkedIn's databases and other computer systems. LinkedIn will comply with LinkedIn's privacy policy posted at [https://www.linkedin.com/static?key=privacy\\_policy](https://www.linkedin.com/static?key=privacy_policy) in handling Your Group Service Users' personally identifiable information. The privacy protection afforded to Your Group Service Users under LinkedIn's privacy policy will be at least as protective as that afforded to any other LinkedIn User.

**3.7 Restrictions.** Each party reserves all rights not expressly granted under this Agreement.

#### 4. Term and Termination.

**4.1 Term.** The term of this Agreement will commence on the date last date this Agreement is signed (the “**Effective Date**”) and will continue for one year, unless this Agreement is terminated sooner according to Section 4.2. This Agreement will automatically renew for successive one-year terms unless one party notifies the other party in writing of its decision not to renew this Agreement at least 30 days prior to the end of the then-current term of the Agreement. LinkedIn may change these terms or the LinkedIn Group Service at any time during the term upon written notice to you.

**4.2 Termination, Suspension.** If LinkedIn changes the terms of this Agreement or the Group Service, and You do not agree with the new terms, You may terminate this Agreement upon written notification to LinkedIn. Either party may terminate this Agreement at any time in the event of a breach by the other party of any material provision of this Agreement that remains uncured thirty (30) days after the breaching party’s receipt of written notice of the breach. If LinkedIn has reasonable grounds to believe that You are in breach of any warranty You make under this Agreement, LinkedIn may temporarily suspend Your Group Service, and will notify You of such cessation or suspension. LinkedIn will resume Your Group Service once You have successfully remedied such breach. If You have reasonable grounds to believe that LinkedIn is in breach of any warranty it makes under this Agreement, You may temporarily suspend performing the Required Activities, and will notify LinkedIn of such cessation or suspension. You will resume the Required Activities once LinkedIn has successfully remedied such breach.

**4.3 Effect of Termination.** Upon the expiration or termination of this Agreement for any reason, each party’s rights and obligations under this Agreement will cease. Notwithstanding the foregoing, Sections 3.1, 3.2, 3.4, 3.6 (only with respect to ownership), 3.7, 4.3, 6, 7, 8 and 9 will survive any termination or expiration of this Agreement.

**5. Mutual Warranty.** Each party warrants and represents to the other party that it has full power and authority to enter into this Agreement and to carry out its obligations hereunder, and that it will comply with all applicable laws, regulations, and its own privacy policy in performing its obligations under this Agreement. You warrant and represent to LinkedIn that Your Materials and Brand Features do not violate any laws or regulations, or infringe any intellectual property, proprietary, or publicity right of any third party. LinkedIn warrant and represent to You that the LinkedIn Materials and Brand Features do not violate any laws or regulations, or infringe any intellectual property, proprietary or publicity right of any third party. Each party’s sole remedy for the other party’s breach of this Section 5 will be as set forth in Section 7.

**6. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE. ALL SERVICES OFFERED BY LINKEDIN UNDER THIS AGREEMENT ARE OFFERED ON AN “AS-IS” BASIS AND NO WARRANTY, EITHER EXPRESSED OR IMPLIED, IS GIVEN.

#### 7. Indemnity.

**7.1 Your Indemnity.** You will indemnify, defend and hold harmless LinkedIn from any and all third party claims resulting from, relating to, or arising out of Your breach of any warranty and representation in this Agreement. LinkedIn will provide prompt notice of any such claim to You and reasonable cooperation to You in defense of any such claim.

**7.2 LinkedIn Indemnity.** LinkedIn will indemnify, defend and hold You harmless from any and all third party claims, resulting from, relating to, or arising out of LinkedIn’s breach of any warranty and representation in this Agreement. You will provide prompt notice of any such claim to LinkedIn and reasonable cooperation to LinkedIn in defense of any such claim.

**8. Limitation of Liability.** EXCEPT FOR EACH PARTY’S OBLIGATIONS WITH RESPECT TO PAYMENTS TO THIRD PARTIES UNDER SECTION 7, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT FOR EACH PARTY’S OBLIGATIONS UNDER SECTION 7, EACH PARTY’S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID BY LINKEDIN TO YOU UNDER THIS AGREEMENT.

**9. General.**

**9.1 Independent Contractors.** The parties to this Agreement are independent parties and nothing herein will be construed as creating an employment, agency, joint venture or partnership relationship between the parties. Neither party will have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability, or to otherwise bind, the other party.

**9.2 No Assignment.** Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement without the other's consent in the case of a reorganization, merger, consolidation, or sale in which all or substantially all of its assets or stock are transferred to the assignee. Any attempt to assign this Agreement other than as permitted above will be null and void.

**9.3 Force Majeure.** Except for payment obligations, neither party will be liable to the other party for damages arising out of delays or failures to perform under this Agreement, provided that any such delay or failure to perform hereunder is caused by factors beyond the reasonable control of the party so affected.

**9.4 Publicity.** Except as otherwise set forth in this Agreement, each party will obtain the other's written consent prior to any publication, presentation, public announcement or press release concerning the terms and conditions of this Agreement.

**9.5 Miscellaneous.** The Agreement will be governed by the laws of California without giving effect to applicable conflict of laws provisions. Except as specifically provided in this Agreement, all notices required hereunder will be in writing. This Agreement constitutes the entire understanding and agreement with respect to its subject matter, and supersedes any and all prior or contemporaneous representations, understandings and agreements whether oral or written between the parties relating to the subject matter of this Agreement, all of which are merged in this Agreement. In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement will remain valid and enforceable according to its terms. All references to money in this Agreement are in US Dollars. The section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement. All amendments or modifications of this Agreement will be binding upon the parties despite any lack of consideration so long as such amendment or modifications are in writing and executed by both parties.

You may contact LinkedIn Ltd. at: 1975 W El Camino Real, Suite 307, Mountain View, CA 94040 Telephone: +1 (650) 968-8617, Fax: +1 (650) 968-8618, Email: [groups@linkedin.com](mailto:groups@linkedin.com). LinkedIn, LinkedIn for Groups and the LinkedIn logos are the trademarks of LinkedIn Ltd. Copyright 2004 LinkedIn Ltd. All rights reserved.

**APPENDIX A  
LINKEDIN TRADEMARK USAGE GUIDELINE**

LinkedIn  
LinkedIn.com  
Your network is bigger than you think

