



## LinkedIn Corporate Subscription Agreement

Whereas, Beijing Ling Yin Information Technology Co., Ltd. (“**Ling Yin**”) has been duly authorized by LinkedIn Corporation and its Affiliates (LinkedIn Corporation, its Affiliates and Ling Yin collectively “**LinkedIn**”) to provide LinkedIn Services to customers in the People’s Republic of China (“**PRC**”). For purposes of this LinkedIn Corporate Subscription Agreement (“**Agreement**”), “**LinkedIn Services**” mean the services, products and solutions provided by LinkedIn that have been customized and localized for customers in the PRC, integrating the services, products and solutions provided by LinkedIn Corporation and its Affiliates, and the services, products and solutions provided by Ling Yin. After friendly discussion and consultation, for good and valuable consideration, the parties hereby agreed on the following:

This Agreement governs any order form (“**Order Form**”) signed by Ling Yin and the customer identified in that Order Form (“**Customer**”). Each Order Form, together with the User Agreement (as defined in Section 2.2) and this Agreement, form the entire agreement that applies to LinkedIn Services. If any conflict exists between any of these documents, this Agreement will govern, followed by the Order Form, and finally the User Agreement.

- 1. LinkedIn Services, Payment & Taxes.** Customer and its Affiliates may order LinkedIn Services by signing an Order Form. An “**Affiliate**” means an entity that controls, is controlled by, or under common control with, a party. Customer will pay the fees for the LinkedIn Services included in, and in accordance with, the Order Form. Unless otherwise indicated in the Order Form, Customer will pay Ling Yin the amount stated in a commercial invoice within 30 calendar days after receipt of Ling Yin’s commercial invoice. Except as set forth in Section 5 below, Customer’s payment for LinkedIn Services is non-refundable and the parties may not cancel any signed Order Form. Customer will maintain complete and accurate billing and contact information with Ling Yin. Under the PRC law, Ling Yin’s service fees are subject to China turnover taxes. The turnover taxes will be borne by the customer. Nothing in this section requires either party to pay income taxes or similar charges of the other party. For customer incorporated outside the People’s Republic of China, customer’s payments are subject to applicable governmental regulations and rulings, including withholding of taxes. Upon Ling Yin’s request, Customer will provide Ling Yin with copies of documents related to any withholding.



## LinkedIn 企业订购协议

鉴于，北京领音信息技术有限公司（“**领音**”）已获得 LinkedIn Corporation 公司及其关联公司（LinkedIn Corporation，其关联公司及领音合称为“**领英**”）授权在中华人民共和国（“**中国**”）境内提供领英服务。为本 LinkedIn 企业订购协议（“**协议**”）之目的，“**领英服务**”指领英提供的为中国客户定制及本地化的服务、产品及解决方案，其集成了由 LinkedIn 及其关联公司提供的服务、产品及解决方案，以及由领音提供的服务、产品及解决方案。经双方友好协商，达成如下协议：

本协议适用于任何订购单（“**订购单**”）所列客户（“**客户**”）与领音之间就客户获取领英服务签订的订购单。每份订购单以及用户协议（见第 2.2 条定义）和本协议共同构成适用于领英服务的完整协议。订购单、用户协议与本协议之间有任何冲突的，首先以本协议的规定为准，其次为订购单，最后为用户协议。

- 1. 服务、付款及税款。**客户及其关联公司可以通过签署订购单订购领英服务。“**关联公司**”是指控制任何一方、被任何一方控制 或与任何一方处于共同控制下的实体。客户将根据订购单的规定支付订购单所列服务的费用。除订购单另有规定，客户应在收到领音的商业发票后 30 个自然日内向领音支付商业发票所列含税金额。除下文第 5 条规定的外，客户为领英服务支付的款项不可退还，双方亦不得取消任何已经签署的订购单。客户将完整、准确地保存与领音之间的帐务和联系信息。根据中国相关法律的规定，领音收取的服务费应全额缴纳中国流转税。该流转税将由客户承担。本条的任何规定都不要求任何一方支付另一方的所得税或类似收费。对于中国境外的客户，客户的付款应当符合适用政府法律法规的规定，包括税款的扣缴。领音如有要求，客户将向领音提供与任何税款扣缴有关的文件副本。

## 2. Customer's Responsibilities.

**2.1 Use of LinkedIn Services.** Except for LinkedIn's Sales Navigator service, Customer will use the LinkedIn Services and information about LinkedIn members only to recruit individuals to become employees and consultants of Customer or its Affiliates, or, if Customer is an approved agency, only to recruit individuals to become employees and consultants of its clients. Customer may use LinkedIn's Sales Navigator service only to generate sales leads. Customer will not directly or indirectly provide the LinkedIn Services to any third party, except to its Affiliates. Customer is responsible for its Affiliates, including their compliance with this Agreement. Customer will not spam or otherwise harass LinkedIn members. Customer will comply with all laws, orders, codes and regulations, including all privacy laws, in its use of the LinkedIn Services.

**2.2 Customer User.** A "Customer User" is an employee or contractor that Customer authorizes to access the LinkedIn Services. A Customer User must be a LinkedIn member. Customer will designate in writing one Customer User for each seat it purchases, and will promptly provide to and maintain with LinkedIn accurate contact information for each Customer User. Customer will not, and will not permit a Customer User to, share a Customer User's access with any other individual. Customer will ensure that Customer Users comply with the user agreement, as amended from time to time in accordance with its terms, currently available at [http://www.linkedin.com/static?key=user\\_agreement&trk=hb\\_ft\\_userag](http://www.linkedin.com/static?key=user_agreement&trk=hb_ft_userag), which is incorporated into this Agreement ("User Agreement").

**2.3 LinkedIn Member Data.** Customer and Customer Users may store content, data, and other information about LinkedIn members only within the system operated by LinkedIn, unless Customer has the consent of the LinkedIn member (e.g. an application by a LinkedIn member to a Customer job posting). Customer acknowledges that the storage of this content, data and other information outside of LinkedIn's system without the LinkedIn member's consent may result in outdated or erroneous information about a LinkedIn member and may violate data protection or privacy laws in certain jurisdictions. If Customer provides LinkedIn with any data about any individual in connection with its use of LinkedIn's Talent Pipeline service or other certain LinkedIn Services ("Customer Uploaded Data"), LinkedIn, in providing these LinkedIn Services, holds and stores Customer Uploaded Data on behalf of the Customer, and the parties agree that the Customer is the controller of Customer Uploaded Data. Ling Yin confirms that LinkedIn: (a) will process Customer

## 2. 客户的责任。

**2.1 领英服务的使用。**除 LinkedIn Corporation 的 Sales Navigator 服务外，客户将仅出于为自身或其关联公司招聘雇员和顾问的目的而使用领英服务以及与领英会员有关的信息；如果客户是一家经批准的代理机构，则客户将仅出于为其委托人招聘雇员和顾问的目的而使用服务以及与领英会员有关的信息。客户只可以将 LinkedIn Corporation 的 Sales Navigator 服务用于创造潜在销售机会。除其关联公司外，客户不得直接或间接将领英服务提供给任何第三方。客户对其关联公司的行为承担责任，包括关联公司对本协议的遵守。客户不得向领英会员发送垃圾邮件，或以任何其它方式骚扰领英会员。客户使用领英服务时应遵守所有法律、裁定、规范和条例的规定，包括一切隐私法。

**2.2 客户用户。**“客户用户”是指客户授权使用领英服务的客户雇员或承包商。客户用户必须是领英会员。客户将书面为其所购买的每个席位指定一名客户用户，并及时向领英提供并维护每个客户用户的准确联系信息。客户将不会自行，也将不会允许任何客户用户向任何其他个人共享客户用户的访问权限。客户将确保客户用户遵守用户协议，用户协议将根据其条款不定期修订，最新版本可从 [http://www.linkedin.com/static?key=user\\_agreement&trk=hb\\_ft\\_userag](http://www.linkedin.com/static?key=user_agreement&trk=hb_ft_userag) 获取，是本协议不可分割的一部分（“用户协议”）。

**2.3 领英会员数据。**客户和客户用户只可以在领英运行的系统内保存与领英会员有关的内容、数据和其它信息，但客户已经取得该领英会员同意的除外（例如领英会员向客户发出的求职申请）。客户确认，未经该领英会员同意而将该内容、数据和其它信息存储在领英的系统之外，可能导致与领英会员有关的信息过时或错误，并且可能违反特定司法管辖区的数据保护或隐私保护法律。如果客户向领英提供与其使用 LinkedIn Corporation 的 Talent Pipeline 服务或其它特定服务有关的任何个人数据（“客户上传数据”），则领英在提供这些服务时，将代表客户持有并存储客户上传数据，并且本协议双方同意客户是客户上传数据的控制人。领英确认：(a) 将根据收到的客户指令处理客户上传数据；(b)

Uploaded Data in compliance with the instructions received from the Customer; (b) will not use or process any Customer Uploaded Data for any purpose except for the performance of its obligations under the Agreement or pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method; (c) has in place appropriate technical and organizational security measures in storing and processing such Customer Uploaded Data to manage the risk of unauthorized or accidental access, loss, alteration, disclosure or destruction of such data; and (d) will take reasonable steps to ensure that persons employed or engaged by it with access to Customer Uploaded Data are aware of and comply with this Agreement. The Customer represents and warrants that any personal data in the Customer Uploaded Data will be processed in accordance with applicable privacy and data protection laws and rules and that it has all appropriate consents and authorizations enabling it to avail of LinkedIn's Services. The Customer agrees that it controls the Customer Uploaded Data and that it is primarily responsible to the data subjects whose personal data is comprised in the Customer Uploaded Data.

3. **Confidential Information. "Confidential Information"** means information provided by a party to the other party that is designated as confidential or reasonably should be considered confidential, excluding information that becomes public through no fault of the receiving party. Each party will use reasonable efforts to prevent the disclosure of the other party's Confidential Information that are at least as strong as those it uses to protect its own confidential information, and will include disclosing confidential information only as required by law or under an obligation of confidentiality and only on a need-to-know basis.
4. **Intellectual Property Rights and Ownership.** This Agreement does not transfer any right, title or interest in any intellectual property right to the other, except for Customer's ability to access and use information regarding LinkedIn members as expressly set forth in this Agreement. Customer and Customer Users are not obligated to provide LinkedIn with any suggestions, enhancement requests, recommendations or other feedback about the LinkedIn Services or otherwise. If, however, Customer or a Customer User provides this type of feedback to LinkedIn, LinkedIn may use and modify this feedback without any restriction or payment.
5. **Term and Termination.** This Agreement is effective on the date the first Order Form is fully signed by Customer and Ling Yin and remains in effect until terminated. Either party may terminate this Agreement or an applicable Order Form if the other party materially breaches this Agreement and fails to cure the breach within 30 days after receiving notice of the breach.

除因履行本协议项下义务或依政府/司法/行政命令, 法院传票或调查要求、监管机关要求或类似情形的使用外, 将不会出于任何目的而使用或处理任何客户上传数据; (c)已经建立存储和处理该客户上传数据的适当技术和组织安全措施, 以控制该数据被未经授权或意外访问、丢失、篡改、泄露或损毁的风险; 并且 (d) 将采取合理的措施, 以确保其聘用或任用的有权访问客户上传数据的人员了解并遵守本附件的要求。客户陈述并保证, 客户上传数据中的任何个人数据都将根据适用隐私保护和数据保护法律的要求进行处理, 并且其已经取得所有适当的同意和授权, 使其可以取得 LinkedIn 的服务。客户同意, 客户对客户上传数据进行控制并对客户上传数据中所含个人数据的数据主体承担首要责任。

3. **保密信息。**“保密信息”是指一方向另一方提供的、被指定为保密信息或有合理理由应当视为保密信息的信息, 不含非因接受方违约而被公开的信息。双方将尽合理的努力, 以至少与保护自身保密信息所采取措施相当的措施, 防止泄露另一方的保密信息, 这将包括仅根据法律的要求披露保密信息, 或者在要求受披露方承担保密义务的前提下仅在其必须知情的基础上披露保密信息。
4. **知识产权和所有权。**除根据本协议的明确规定允许客户访问并使用有关领英会员的信息外, 本协议一方并不向另一方转让任何知识产权的权利、所有权或利益。客户和客户用户没有义务向领英提供与服务或其它方面有关的任何建议、改进请求、推荐或其它反馈。但如果客户或任何客户用户向领英提供此类反馈, 领英可以使用并修改该反馈, 不受任何限制, 也不必支付任何款项。
5. **期限及终止。**本协议自客户与领音完整签署第一份订购单之日起生效, 并持续有效直至终止。一方实质性违约并且未能在收到违约通知后 30 日内弥补该违约行为的, 另一方可以终止本协议或适用的订购单。另外, 客户违反本协议第 2 条规定的, 领音可以立即暂停客户的

Moreover, Ling Yin may immediately suspend Customer's access to and use of the LinkedIn Services if Customer is in breach of Section 2 of this Agreement, provided that the suspension will continue only for as long as reasonably necessary for Customer to remedy the breach. If Customer terminates this Agreement or an applicable Order Form due to Ling Yin's breach, Ling Yin will refund a pro-rata share of pre-paid fees. If all Order Forms under this Agreement have expired or been terminated, either party may terminate this Agreement for convenience by providing written notice. Upon termination of this Agreement or an Order Form, Customer will notify Customer Users that their access to the LinkedIn Services has terminated, and LinkedIn may withhold, remove or discard any content, data, or other information that Customer Users post or upload into LinkedIn's system while using the LinkedIn Services. LinkedIn will delete Customer Uploaded Data. LinkedIn is not obligated to store, maintain or provide a copy of any content, data or other information that Customer or Customer Users made available or provided when using the LinkedIn Services. Sections 2 through 10 survive termination of this Agreement.

- 6. NO EXPRESS OR IMPLIED WARRANTY.** THE LINKEDIN SERVICES ARE PROVIDED "AS IS". LINKEDIN MAKES NO REPRESENTATION OR WARRANTY REGARDING THE LINKEDIN SERVICES, INCLUDING ANY REPRESENTATION THAT THE LINKEDIN 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. Third-Party Indemnity.**

**7.1 Indemnification.** Ling Yin 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 (a) the LinkedIn Services' infringement of a third party's intellectual property right or (b) LinkedIn's breach of this Agreement. Customer will defend and indemnify LinkedIn and their directors, officers and employees from and against all third party claims to the extent resulting from or alleged to have resulted from (a) the infringement of a third party's intellectual property right by content, data or other information posted or uploaded into LinkedIn's system by Customer, including Customer Uploaded Data (b) unauthorized use of the LinkedIn Services, or (c) Customer's breach of this Agreement.

**7.2 Indemnification Procedures.** Each party will notify the other in writing of any third party claim within 10 business days of receipt of the claim. The indemnifying party will control the defense of the claim. The indemnifying party will obtain the other party's prior written approval of the indemnifying party's choice of legal counsel and any settlement or compromise of a claim. The indemnified party will not unreasonably withhold or delay its approval of

访问权限以及对服务的使用，但该服务暂停仅在于为了客户纠正违约行为而合理必要的限度内持续。客户因领音违约而终止本协议或适用的订购单的，领音将按比例退还预付的费用。本协议项下全部订购单都已到期或被终止的，任何一方都可以在发出书面通知后任意终止本协议。本协议或任何订购单终止时，客户将通知客户用户其对服务的访问权限已经终止，并且领英可以保留、移除或丢弃客户用户在使用服务时张贴或上传到 LinkedIn 系统的任何内容、数据或其它信息。领英将删除客户上传数据。领英没有义务存储、维护或提供客户或客户用户在使用服务时提供的任何内容、数据或其它信息的副本。本协议第 2 条至第 10 条的规定在本协议终止后继续有效。

- 6. 无明示或默示保证。**领英服务按“现状”提供。领英不提供有关领英服务的任何陈述或保证，包括服务将不会中断或无错误在内的任何陈述。在适用法律允许的最大限度内，领英不承担任何默示或法定的保证责任，包括任何默示的所有权、非侵权性、适销性或适合特定目的的保证。

**7. 第三方赔偿。**

**7.1 赔偿。**对于因或被指因 (a) 服务侵犯第三方知识产权，或 (b) 领音违反本协议而引起的一切第三方权利请求，领音将负责抗辩并对客户、客户的关联人及其董事、高级管理人员和雇员进行赔偿。对于因或被指因 (a) 客户张贴或上传到领英系统中的内容、数据或其它信息（包括客户上传数据）侵犯第三方知识产权，(b) 未经授权使用服务，或 (c) 客户违反本协议而引起的一切第三方权利请求，客户将负责抗辩并对领英及其董事、高级管理人员和雇员进行赔偿。

**7.2 赔偿程序。**一方在收到第三方权利请求后，将在 10 个工作日内书面通知另一方。权利请求的抗辩由赔偿方控制。赔偿方对法律顾问的选择以及对权利请求的和解或妥协，应当取得另一方事先书面批准。受赔偿方没有合理理由不得拒绝或拖延批准赔偿方对法律顾问的选择

the indemnifying party's selection of counsel or of the request for settlement or compromise. The indemnified party will assist and cooperate in the defense as reasonably requested by the indemnifying party and at the indemnifying party's expense. If the indemnifying party fails to notify the indemnified party of indemnifying party's intent to take any action within 10 business days after receipt of a notice of a claim, or to proceed in good faith with the prompt resolution of the claim, the indemnified party, with prior written notice to the indemnifying party and without waiving any rights to indemnification, may defend or settle the claim without the indemnifying party's prior written consent. In this event, the indemnifying party will reimburse the indemnified party on demand for all damages incurred by the indemnified party in defending or settling the claim, including legal fees and costs.

- 8. Limitation of Liability.** Except with respect to a party's confidentiality or indemnification obligations, and excluding a party's violation of the other's intellectual property rights, to the fullest extent permitted by law, neither party, including Affiliates, will be liable to the other in connection with this Agreement for (a) lost profits or lost business opportunities, or any incidental, consequential, special or punitive damages, or (b) an amount that exceeds the total fees payable to Ling Yin during the 12-month period before the event giving rise to the liability. LinkedIn will not be liable for Customer's lost data or any unauthorized third party access to Customer's or Customer Users' content, data, programs, information, network, or systems. Nothing in this Agreement limits either party's liability for fraud, gross negligence or intentional misconduct, or for death or personal injury.
- 9. Dispute Resolution.** This Agreement shall be governed by the laws and regulations of the PRC. Both Parties agree to make efforts to resolve any dispute arising out of this Agreement amicably through consultation. However, where the dispute fails to be resolved after reasonable efforts, then the Parties agree that the dispute shall be brought to the China International Economic and Trade Arbitration Commission (**CIETAC**) in Beijing for arbitration under its then effective arbitration rules.
- 10. Miscellaneous.** Except as expressly stated in this Agreement, the parties will provide notices under this Agreement in writing and will deliver them by personal delivery or commercial overnight courier to the address of the other party set forth on the Order Form. Notices are effective on the date of delivery as indicated in the records of the courier. This Agreement does not create a partnership, agency relationship, or joint venture between the parties. Any assignment of this Agreement by Customer in whole or in part without Ling Yin's prior written consent will be null and void, except an assignment to a successor that is not a competitor of LinkedIn's made in connection with a merger or sale of all or substantially all of Customer's assets or stock or to an Affiliate. Customer is responsible for any agents and contractors it uses in connection with the LinkedIn Services,

或对和解或妥协的请求。应赔偿方合理请求并由赔偿方承担费用, 受赔偿方将协助并配合抗辩。赔偿方收到权利请求通知后, 未能在 10 日内将其采取任何行动的意图通知受赔偿方, 或者未能本着诚实信用的原则推动及时解决该权利请求的, 受赔偿方在向赔偿方发出事先书面通知后, 可以抗辩或就权利请求达成和解, 无须赔偿方事先书面同意, 且不视为放弃任何获得赔偿的权利。在这种情况下, 赔偿方将在收到要求后补偿受赔偿方进行抗辩或和解所发生的所有损害, 包括法律费用和支出。

- 8. 责任限制。**除与一方的保密义务或第三方赔偿义务有关以及一方侵犯另一方知识产权的情形外, 在法律允许的最大限度内, 任何一方 (包括其关联公司) 都不对与本协议有关的另一方的 (a) 利润损失、业务机会丧失、任何连带性损害、后果性损害、特殊损害或惩罚性损害, 或者 (b) 超过导致发生责任的事件发生前 12 个月期间应付给领音的费用总额的金额承担责任。领英不对客户的数据丢失或者第三方对客户或客户用户内容、数据、程序、信息、网络或系统的未经授权访问承担责任。本协议的任何规定都不限制任何一方对欺诈、重大过失、故意不当行为、死亡或人身伤害的责任。
- 9. 争议的解决。**本合同将按照中国法律法规的规定进行解释。协议双方同意尽量通过友好协商解决本合同项下发生的争议。但如果友好协商不成, 则双方应将争议提交中国国际经济贸易仲裁委员会依据其当时有效的仲裁规则在北京进行仲裁。
- 10. 其它事项。**除本协议明确规定的外, 本协议双方将以书面方式提供本协议项下的通知, 并且将通过亲自递交或商业次日达快递服务的方式, 送达至订购单所记载的另一方地址。通知自快递服务商记录所载的送达日期起生效。本协议并未在当事双方之间建立任何合伙、代理或合营关系。未经领音事先书面同意, 客户对本协议的全部或部分转让无效, 但将本协议在出售客户全部或实质上全部的资产或者股票时一起转让给受让人的、或者与并购有关的转让、或者转让给客户关联公司的, 不在此限; 前提是受让人不得是领英竞争对手。客户对其使用的与服务有关的所有代理人 and 承包商的行为负责, 包括对本协议的遵守, 并且将向领音通知其所使用

including compliance with this Agreement, and will notify Ling Yin in writing of agencies that it uses in connection with the LinkedIn Services. Ling Yin may monitor Customer's use of the LinkedIn Services to ensure compliance with this Agreement, and may conduct a reasonable audit of Customer, including Affiliates, if Ling Yin reasonably believes that Customer is in breach of this Agreement. If any provision of this Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to affect the parties' intention and the remaining provisions will not be affected. The parties may amend this Agreement only in a written amendment signed by both parties, except for the User Agreement, which may be modified in accordance with its terms. If Customer is an agency signing this Agreement on behalf of a client, Customer represents and warrants that it is authorized to sign this Agreement and any Order Form on behalf of its client, and will notify Ling Yin in writing of the name and address of its client that will use the LinkedIn Services. The parties may sign this Agreement electronically and in counterparts, each of which is deemed to be an original and all of which taken together comprise a single document. This Agreement is written in English and Chinese, and in case of discrepancy, the Chinese version shall prevail.

的与服务有关的代理人。领音可能监控客户对领英服务的使用情况，以确保对本协议的遵守。领音有合理的理由认为客户违反本协议的，可以对客户（含其关联人）进行合理的审计。本协议的任何规定不可强制执行的，该规定将进行修订，使其在最大可能的范围内反映本协议双方的意思表示并可强制执行，同时本协议剩余的规定不受影响。本协议双方只可以通过双方签署书面修订书的方式修订本协议，但用户协议可以根据其条款进行修订。客户是代表其委托人签署本协议的代理的，客户陈述并保证其已经取得代表其委托人签署本协议和任何订购单的授权，并且将向领音书面告知将使用服务的委托人的姓名和地址。本协议双方可以以电子方式和副本的方式签署本协议，每份副本都属原件，所有副本共同构成一份完整的文件。本协议以英文和中文书就，如出现差异，应以中文文本为准。

客户(或代理商)	北京领音信息技术有限公司
签名：	签名：
姓名：	姓名：
职务：	职务：
签署日期：	签署日期：