

PROMOTIONAL REWARD TERMS

These Promotional Reward Terms (“Reward Terms”) are made as of this ___ day of _____, 2015 (the “Effective Date”) by and between _____, with offices located at _____ [through its authorized agent, _____, with offices located at _____] (collectively, “Customer”) and LinkedIn Corporation, with offices located at 2029 Stierlin Court, Mountain View, CA 94043 (“LinkedIn”).

1. **Promotional Reward.** Subject to these Reward Terms, LinkedIn agrees to offer Customer a free 6-month “professional” AdStage license (the “Promotional Reward”).
2. **Eligibility.** Customer will be eligible for a Promotional Reward by making a qualifying minimum purchase of Fifty Thousand Dollars (\$50,000) on LinkedIn Sponsored Updates advertising on a single insertion order (“IO”). LinkedIn will provide Customer with the Promotional Reward, which may not be assigned, transferred, sublicensed, resold, distributed or otherwise redeemed for cash, credit or other Adstage products. Customer is eligible for one (1) Promotional Reward.
3. **AdStage Account Setup and Support.** Prior to the use of the Promotional Reward, Customer shall register to set up an AdStage account and participate in a training session with an AdStage representative. If at any time Customer requires additional account features, assistance, support or troubleshooting on the AdStage products and services or would like to purchase additional AdStage licenses (“Support”), Customer will contact AdStage directly for such Support. Customer agrees that LinkedIn will not be responsible for any Support (including any fees associated with such Support).
4. **AdStage License.** Prior to the use of the Promotional Reward, Customer must agree to AdStage’s standard online license terms and conditions (“AdStage License Terms”). Customer will at all times comply with the AdStage License Terms.
5. **Representations.** Customer represents and warrants that (a) it has the right, power and authority to enter into these Reward Terms; and (b) it shall comply with all applicable laws, rules and regulations governing the award, receipt and use of the Promotional Reward.
6. **Term and Termination.** These Reward Terms commence on the Effective Date and ends six (6) months thereafter (the “Term”). Either party may terminate these Reward Terms if the other party materially breaches these Reward Terms and fails to cure the breach within thirty (30) days of written notice of such breach. Notwithstanding the termination of these Reward Terms, the provisions which by their nature survive termination will survive.
7. **Confidentiality.** Each party acknowledges that during the term of these Reward Terms the other party may disclose information, whether orally, visually, or in tangible form, that is proprietary and confidential to the disclosing party and is disclosed or marked as proprietary or confidential (hereafter “Confidential Information”) and that the unauthorized disclosure of Confidential Information may cause irreparable harm to the disclosing party. Each party shall only use the Confidential Information to perform its obligations hereunder and will take all reasonable measures to safeguard and prevent the unauthorized disclosure of Confidential Information, but no less than the measures it takes to safeguard its own confidential information, including without limitation disclosing Confidential Information only to those of its employees with a need to know such information to perform their obligations hereunder and which have been advised of the confidential nature of the information. The parties

acknowledge that it will be impossible to measure the damages that would be suffered by one party if the other party fails to comply with the provisions of this Section 7 and that in the event of any such failure, such party may not have an adequate remedy at law and shall, therefore, be entitled, in addition to any other rights and remedies, to seek specific performance of the receiving party's obligations and to obtain immediate injunctive relief with respect thereto.

8. No Warranty. The Promotional Reward is provided "AS-IS." LinkedIn does not and cannot warrant that the AdStage products and services will be uninterrupted or error-free. LinkedIn makes no guarantees, conditions, covenants, representations or warranties whether statutory, express or implied, and specifically disclaims any representation, warranty or condition of merchantability, fitness for a particular purpose, title or non-infringement, or any representation, warranty or condition arising by usage of trade, course of dealing, or course of performance.
9. Indemnification and Limitation of Liability. Customer will defend, indemnify, and hold harmless LinkedIn and its affiliates, from and against any and all claims, losses, damages asserted by a third party arising from or related to Customer's material breach of these Reward Terms. In no event will LinkedIn be liable for any special, exemplary, punitive, indirect, incidental or consequential damages, including damages resulting from loss of use, data, profits, business or goodwill arising out of or in connection with these Reward Terms. LinkedIn's total aggregate liability arising out of or in connection with these Reward Terms will not exceed one thousand five hundred dollars (\$1,500). Under no circumstance will LinkedIn be liable in any way for any loss arising out of the use of the Promotional Reward.
10. Governing Law. These Reward Terms will be governed by the laws of the State of California without regard to its conflict or choice of laws. Each party irrevocably agrees that any legal action, suit or proceeding arising out of or in connection with these Reward Terms must be brought exclusively in the courts in the County of Santa Clara, California.
11. Miscellaneous. Except as expressly stated in these Reward Terms, the parties will provide notices under these Reward Terms in writing and will deliver them by personal delivery or commercial overnight courier to the other party's address set forth above. Notices are effective on the date of delivery as indicated in the records of the courier. These Reward Terms do not create a partnership, agency relationship, or joint venture between the parties. The parties will not disclose the contents of these Reward Terms to any third party, except as required by law. If an agency is entering into these Reward Terms on behalf of its client, the agency represents and warrants that it is authorized to bind its client to these Reward Terms. Any assignment of these Reward Terms by Customer in whole or in part without LinkedIn's prior written consent will be null and void. The failure of any party to enforce any provisions of these Reward Terms will not be construed to be a waiver of the right of such party thereafter to enforce any such provision or any other provision. If any provision of these Reward Terms 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 these Reward Terms only in a written amendment signed by both parties. The parties may sign these Reward Terms electronically and in counterparts, each of which is deemed to be an original and all of which taken together comprise a single document. These Reward Terms represent the entire agreement between the parties relating to the subject matter of these Reward Terms. Any prior agreements, representations and statements made relating to this subject matter are hereby superseded.

Customer		LinkedIn Corporation	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	