PROMOTIONAL REWARD TERMS

- 1. <u>Promotional Reward</u>. Subject to these terms and conditions ("Reward Terms"), LinkedIn agrees to offer the advertiser, through itself or its authorized agent, identified in the IO (collectively, "Customer") a free 6-month "professional" AdStage license (the "Promotional Reward"). In the event of a conflict between these Reward Terms and the terms of the IO, these Reward Terms shall prevail and govern.
- 2. <u>Eligibility</u>. 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. <u>AdStage License</u>. 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. 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.
- 6. 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.