



August 20, 2018

Dear Ananda:

This letter sets out the LinkedIn Corporation ("LinkedIn") and Northeast Regional Computing Program ("NERCOMP") partnership to offer NERCOMP Consortium Members a discount to purchase access to LinkedIn's Learning Solutions service - LinkedIn Learning ("Services").

1. Consortium Members may elect to purchase access to the Services directly from LinkedIn via direct engagement with LinkedIn under the terms of the LinkedIn Subscription Agreement, <https://legal.linkedin.com/lsa/LinkedIn-Subscription-Agreement> ("LSA") and a LinkedIn ordering document.
2. **Consortium Member Participation Terms.** Except as set forth otherwise in this offer, to participate in this offer, each NERCOMP Consortium Member must meet the following conditions:
  - a. Purchase a LinkedIn Learning "FULL" campus solution, which is defined as including all faculty, staff and students in calculating the number of learners under any given subscription agreement. The parties agree to work together in good faith to calculate accurate and current full-time employees (faculty, staff, students and total learners) at each Consortium Member Institution. The parties will identify and agree upon a reliable source of information from Consortium Members for this information.
  - b. Commit to a consecutive three (3) year term.
  - c. Execute the LSA and ordering document.
  - d. Make payments directly to LinkedIn.
  - e. Has not been or is not currently a Full Campus learning solution customer with LinkedIn
3. Current Consortium Members who have purchased access to the Services under an existing "system or consortium level" contract will not be eligible to participate in this offer until their existing contracts expire and the window for the next renewal opens. LinkedIn will determine whether a Consortium Member is under an existing system or consortium level contract with LinkedIn.
4. **Opt-in Periods and Pricing.**

LinkedIn will provide a discount for the Services to each Consortium Member provided the terms below are met.

- a. LinkedIn will offer two opt-in periods for Consortium Members not currently subscribing to any learning service from LinkedIn and for Consortium Members wanting to upgrade any learning service from LinkedIn (outside of the "FULL" campus solution). Terms relating to the opt-in periods are set out in the table below.

Opt-in Period	3-Year Term Dates	Discount off LinkedIn's then current list price
June 1, 2019 – July 15, 2019	August 1, 2019 - July 31, 2022	30%
June 1, 2020 – July 15, 2020	August 1, 2020 - July 31, 2023	30%

- b. The LSA and order form must be signed by both parties by the end of any opt-in period for Consortium Member to receive the Discount. At the end of any opt-in period, Consortium Members will not be eligible to participate until the next opt-in period.



c. Consortium Members, who have a current contract with LinkedIn for a learning service (excluding Full Campus deals), will be permitted, but not required, to participate in this offer. If a Consortium Member opts to participate in this offer, LinkedIn will terminate Consortium Member's then current order form. Termination will be effective upon execution of a new ordering document and LSA, if necessary, or on the Contract Start Date stated in the new ordering document, whichever is later. LinkedIn will provide the Consortium Member who signs a new order a credit for any prepaid but unused subscription fees which the Member may apply towards future purchases with LinkedIn. The Consortium Member must purchase at least the number of seats purchased under the terminated order, including any additional add-on seats

5. **Term.** The term of this partnership ("Term") began on January 10, 2018 and shall continue for a period of three years unless terminated sooner by either party for any reason. The parties agree that at the beginning of the third year of the Term, the parties shall begin to work together in good faith to extend the partnership for an additional three-year term. Any future extension will include, at a minimum, LinkedIn offering a 30% discount of the then-current list prices for the Services to Consortium Members, subject to the restrictions set above.
6. **Publicity.** Any publicity, including but not limited to press release(s), announcements, publications or any other media releases regarding or related to this Agreement, as well as any use of the other party's name or trademark in any public manner, shall be mutually agreed upon in writing by the parties prior to release. Neither party will make any attribution, representations or warranties about the other party that the other party has not first approved in writing.
7. **Limitation of Liability for NERCOMP.** Each Consortium Member is solely responsible for all its own actions and interactions with LinkedIn in connection with this partnership. NERCOMP, its employees, and its board members will not be responsible in any manner whatsoever for the actions of any Consortium Member(s) at any point in time.
8. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES, LOST DATA, OR COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR FOR LOST PROFITS OF ANY KIND, REGARDLESS OF THE FORSEEABILITY THEREOF AND REGARDLESS OF THE CAUSE OF ACTION UNDER ANY LEGAL OR EQUITABLE THEORY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS PARTNERSHIP, INCLUDING BUT NOT LIMITED TO ANY LOSSES RELATED TO ANY ACTIONS BY ANY CONSORTIUM MEMBERS.

Sincerely,

Chris Cohen

Head of Academic Sales, LinkedIn Learning North America