



March 21, 2023

Dear Ananda:

This letter sets out the LinkedIn Corporation (“LinkedIn”) and Northeast Regional Computing Program (“NERCOMP”) partnership to offer NERCOMP Consortium Members (“Consortium Members”) a discount to purchase access to LinkedIn’s Learning Solutions services known as LinkedIn Learning (“Services”).

1. Consortium Members will purchase access to the Services directly from LinkedIn under the terms of their existing LinkedIn Subscription Agreement (“LSA”) and a LinkedIn ordering document. If the Consortium Member is a new LinkedIn customer and the Consortium Member is a private institution, the LSA found at this link will govern; <https://legal.linkedin.com/lisa/LinkedIn-Subscription-Agreement> If the Consortium Member is a new LinkedIn customer and the Consortium Member is a public institution the LSA found at this link will govern; <https://www.linkedin.com/legal/lisa-public-sector>.
2. **Consortium Member Participation Terms.** To participate in this offer, except as set forth otherwise in this offer, each NERCOMP Consortium Member must meet the following conditions:
 - a. Be a current LinkedIn Learning customer under the NERCOMP agreement or if not under the current NERCOMP agreement must be a net new LinkedIn Learning customer or a current customer who does not have/has not had a Full Campus LinkedIn Learning solution in place.
 - b. Consortium Members with an active LinkedIn Learning Partial Campus subscription, which is defined as access to LinkedIn Learning for a defined audience on campus such as faculty and staff or a specific department, school, or program (“Partial Campus”), through either a higher education system-wide or consortium level order form, other than NERCOMP, will not be eligible to participate in this offer until their existing subscription expires. LinkedIn will determine whether a Consortium Member is under an existing system or consortium level contract with LinkedIn.
 - c. Purchase LinkedIn Learning’s full campus solution, which is defined as including all faculty, staff and students (“Full Campus”) 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.
 - d. Commit to a consecutive three (3) year subscription term.
 - e. Execute an order form and if required, the LSA.

- f. Make payments directly to LinkedIn.
- g. If purchasing the via this offer, customer must remain a NERCOMP member school throughout the duration of the subscription term as stated on the executed LinkedIn Learning ordering document. Failure to do so may result in a reassessment of the subscription costs, removing discounts.

3. Pricing.

- a. Consortium Members that are net-new LinkedIn Learning customers as outlined in section 2, are eligible for a 30% discount off the then current LinkedIn list price for the Services purchased with a three-year term.
 - b. Consortium Members that are current LinkedIn Learning customers with a Full Campus via NERCOMP as outlined in section 2, are eligible for the following discount off the then-current LinkedIn list price for the Services purchased with a three-year term. Year 1: 25% discount, Year 2: 20% discount, Year 3: 15% discount.
 - c. Member schools may purchase at any time through December 31, 2023.
 - d. The order form (and if required, the LSA) must be signed by both parties (LinkedIn and the Consortium Member School) for Consortium Member to receive the discount.
 - e. Consortium Members with an active LinkedIn Learning Partial Campus subscription and/or an Academic Per Seat subscription may but are not required to participate in this offer. If a Consortium Member with a Partial Campus and/or an Academic Per Seat subscription opts to participate in this offer, the Consortium Member and LinkedIn must sign a new order form for LinkedIn Learning Full Campus. LinkedIn, in partnership with the Consortium Member will determine the optimal approach to moving the Consortium Member to a Full Campus subscription based on the specific circumstances of the Consortium Member.
4. **Term.** The term of this partnership (“Term”) began on January 1, 2023, and shall continue for a period of one year unless terminated sooner by either party for any reason. The parties agree that at the end of this Term, the parties shall begin to work together in good faith to extend the partnership for an additional term.
5. **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.
6. **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.

- 7. 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,

Michael Cirrito

Michael Cirrito
Director, Academic
LinkedIn Corporation