

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY**

DEPT: Chief Executive Office

BOARD AGENDA: 5.B.7
AGENDA DATE: December 12, 2017

SUBJECT:

Approval of a Three-Year Agreement with LinkedIn Corporation for Lynda Enterprise for Training Programs for County Employees


BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2017-693

On motion of Supervisor Withrow _____, Seconded by Supervisor Olsen _____
and approved by the following vote,
Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa _____
Noes: Supervisors: _____ None _____
Excused or Absent: Supervisors: None _____
Abstaining: Supervisor: _____ None _____

- 1) _____ Approved as recommended
- 2) _____ Denied
- 3) X _____ Approved as amended
- 4) _____ Other:

MOTION: Amended Staff Recommendation No. 2 to read "authorize the Director of Human Resources to sign the three-year Lynda Enterprise Agreement with LinkedIn Corporation for an overall total of \$148,500 from 02/01/2018, through 01/31/2021"

ATTEST: 
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Chief Executive Office

BOARD AGENDA:5.B.7
AGENDA DATE: December 12, 2017

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of a Three-Year Agreement with LinkedIn Corporation for Lynda Enterprise for Training Programs for County Employees

STAFF RECOMMENDATION:

1. Approve the three-year Lynda Enterprise Agreement with LinkedIn Corporation for an overall total of \$148,500 from February 1, 2018, through January 31, 2021.

2. Authorize the Director of Human Resources to amend and sign the three-year Lynda Enterprise Agreement with LinkedIn Corporation for an overall total of \$148,500 from February 1, 2018, through January 31, 2021.

DISCUSSION:

Recruitment and retention of qualified potential employees continues to be a challenge for the County. With the skills shortage pushing competitive salaries higher in the private sector, and in some cases in comparable counties, successfully recruiting and retaining skilled candidates now and into the future requires new and innovative strategies. Providing employees with access to the latest workplace technologies is a key strategy for success in the market for talent.

Lynda Enterprise is an online e-learning platform solution offering a varied and continuously updated library of business, technology, and creative courses. The proposed agreement would afford all County Employees unlimited on-demand access to these courses for a period of three years. Providing employees with on-demand technology, business, and creativity skills training through Lynda Enterprise will help the County solidify its standing as an organization that attracts and grows talented individuals.

By incorporating Lynda Enterprise into the County's existing suite of training avenues, supervisors and managers will be able to create more meaningful learning and development plans, helping employees to build career paths within the organization and stay engaged. An enterprise account allows a wide range of reporting metrics and supervisor oversight, allowing supervisors and managers the ability to assign courses to employees and monitor their progress. Given that Lynda courses are available at any time, employees will be able to train at their own pace whenever convenient for them, their teams, and their departments. Additionally, the enterprise account allows for groups of employees to take the training simultaneously in more traditional classroom settings with a lead instructor. Taken together, these capabilities will significantly increase capacity for employee development, helping to meet the unique needs of succession in the public sector.

In addition to an extensive library of business courses, Lynda Enterprise also includes a wide array of courses and tutorials on Office 365 applications. These courses will be a valuable asset as many County departments make the transition from previous computer applications to the Office 365 suite of products. Moreover, the advanced training offered through Lynda Enterprise in this area will help staff take full advantage of these powerful applications.

POLICY ISSUE:

Board of Supervisor's authorization is being requested to allow the Director of Human Resources to enter into a three-year services agreement with LinkedIn Corporation to provide Lynda Enterprise, an e-learning workforce development solution.

FISCAL IMPACT:

The combined cost for the 2018-2021 contract years is \$148,500 and will be paid out of the Chief Executive Office (CEO) – Operations and Services budget. The cost will be included in the CEO Cost Allocation Plan charges issued to departments which will generate approximately \$100,000 in revenue. The remaining \$48,500 represents a General Fund cost that is expected to be absorbed in the CEO budget. The cost and corresponding revenue for the two remaining fiscal years will be included as part of the CEO base budget as an ongoing cost.

BOARD OF SUPERVISORS' PRIORITY:

These recommended actions support the Board's priority of Efficient Delivery of Public Services. The continued development of employees helps to allow departments to utilize current and evolving best business practices.

STAFFING IMPACT:

There are no staffing impacts associated with this agreement as existing staff will perform all related tasks.

CONTACT PERSON:

Tamara Thomas, Director of Human Resources

ATTACHMENT(S):

1. LinkedIn SERVICE TERMS
2. Order form for County Of Stanislaus
3. Public Sector LSA

Attachment A

SERVICE TERMS

The following Service Terms apply to Customer to the extent the specific Service is included in the applicable ordering document. LinkedIn may, in its sole discretion, change, modify, upgrade or discontinue any aspect or feature of a Service in whole or in part.

1. TALENT SERVICES

1.1 Recruiter Service. Customer will use the Recruiter Service (and related services) and information about 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. An agency is classified as a recruitment process outsourcer for a client of agency, if agency's Customer User uses that client's name, brand, or logo on Customer User's Member profile, profile summary, current employer description, or in messaging in the LinkedIn environment ("**RPO**"). Agency will inform LinkedIn of its RPO classification with a client and the name of that client (a) before purchasing any Recruiter Service, and (b) upon a change in classification. RPOs must use Recruiter Corporate seats to support a client. RPOs must not use Recruiter Professional or Recruiter Lite seats to support a client. If Customer User is using its client's name, brand, or logo as described above, in conjunction with the RPO's name, brand or logo, then its purchase of Recruiter Corporate is governed by the master subscription agreement between LinkedIn and the RPO. If Customer User is using its client's name, brand, or logo as described above, in place of the RPO's brand or logo, then its purchase of Recruiter Corporate seats is governed by the master subscription agreement between LinkedIn and that client. If Customer stops using the Service, Customer is responsible for downloading any content, data or other information Customer Users uploaded to LinkedIn's system or otherwise provided to LinkedIn. Customer's breach of this Section will be deemed a material breach of the Agreement.

1.2 Certification Exam Vouchers. Recruiter Professional Certification Exam Vouchers will be distributed to Customer's designated point of contact stated in the ordering document. Exam Vouchers expire 12 months from the Start Date stated in the ordering document ("**Expiration Date**"). Exams must be taken on or before the Expiration Date. Customer will not receive any refunds or credits if Customer fails to use Exam Vouchers prior to the Expiration Date. Only Customer's employees or consultants may use Exam Vouchers. Customer is prohibited from reselling Exam Vouchers to any third party. All Exam Vouchers must be redeemed through [Webassessor](#), may only be redeemed once, and may not be applied to exam retakes. Once an exam is scheduled, it can only be rescheduled with at least 72 hours' advance notice via [Webassessor](#) and additional fees may apply. To reschedule or cancel scheduled exams outside the 72-hour window, Customer must contact the LinkedIn Help Center. LinkedIn does not guarantee that candidates will pass their exams. If a candidate does not pass their exam and wishes to retake it, Customer must pay additional fees. Government employees (including military employees of public education institutions) are not eligible to purchase Exam Vouchers per government gift and ethics laws.

1.3 Career Pages. All Career page "traffic driver" ad impressions will launch within 90 days from the Start Date in the ordering document, using social ad units and targeting generated by LinkedIn.

1.4 Elevate. Customer will maintain a social media policy and ensure that its personnel comply with the policy. Only Customer's designated curator(s) is/are authorized to post content to the Elevate Service. Customer Users who are not curators may only read and forward content. Customer will ensure that it owns or has the necessary licenses, rights, and consents to the content it posts to the Elevate Service.

1.5 Job Slots. Jobs posted under available Job Slots will expire upon the expiration/termination of the ordering document.

1.6 Referrals. Customer will use the Referrals Service and information about Members only to recruit individuals to become employees and consultants of Customer or its Affiliates. The Referral Service must integrate with Customer's ATS. The Referrals Service will only operate with certain third party ATSs, as specified in the ordering document.

1.7 Sponsored Jobs. Sponsored Jobs is an advertising service sold under a cost-per-click (CPC) auction model. The auction is a generalized second price auction, and Customer only has to pay just enough to beat the second highest bidder. For example, if the winning advertiser has a bid of ten (\$10) dollars CPC, but the next highest bid is seven (\$7) dollars, the winning advertiser only pays \$7.01. The second price method allows each advertiser to bid the absolute maximum they are willing to pay for the Sponsored Job. LinkedIn will charge enough to enable the highest price to be paid to win the auction.

1.8 Sponsored Updates. Sponsored Updates is an advertising service sold under an auction model. Customer can choose to pay by cost per impression (CPM) or cost-per-click (CPC) in the auction. The auction is a generalized second price auction and Customer only has to pay just enough to beat the second highest bidder. For example, if the winning advertiser has a bid of ten (\$10) dollars CPC, but the next highest bid is seven (\$7) dollars, the winning advertiser only pays \$7.01. The second price method allows each advertiser to bid the absolute maximum they are willing to pay for the Sponsored Update. LinkedIn will charge enough to enable the highest price to be paid to win the auction.

1.9 Talent Analytics and Talent Pools. LinkedIn will provide custom analytics reports derived from aggregating applicable Member's public profile information ("**Reports**"). LinkedIn, in its sole discretion, may adjust or decline to include certain profile data in the Reports if it deems exposure of the data may compromise the privacy of Members or other LinkedIn customers. Reports are considered delivered on the date the Reports are sent to Customer, even if LinkedIn provides

additional analysis of the Reports at a later date (e.g. responses to follow-up questions, modifications, etc.). LinkedIn will not release any underlying LinkedIn data or third party data used to generate Reports. LinkedIn retains ownership of all right, title, and interest to all content included in the Reports (including any associated intellectual property rights). LinkedIn hereby grants Customer a non-exclusive, perpetual, royalty-free, worldwide, non-transferrable, non-sublicensable license to use, distribute, and display the Reports for Customer's internal, non-commercial activity.

1.10 Work with Us Ads. Work With Us ads will launch within 3 days from the Start Date in the ordering document using a default ad unit configured by LinkedIn, unless otherwise agreed in writing by LinkedIn. LinkedIn cannot identify all Members at a specific company because of company name inconsistencies. Inconsistencies arise because a Member can fill-out their "Company Name" field by either selecting a company name from a pre-existing list generated by the LinkedIn system or typing in their own custom company name. LinkedIn can only identify Members who have selected a company name from the pre-existing list.

2. SALES SERVICES

Customer may use the Sales Navigator Service only to generate sales leads. Customer will have access to Sales Navigator [value-add services](#) for the Term of the ordering document. No refund or credit will be provided if the value-add services are not used during the Term of the ordering document.

3. LEARNING SERVICES

3.1 Lynda.com. Customer will have access to the content on the [lynda.com](#) platform only. A Customer User may be an employee, contractor, student or library patron depending upon the Lynda.com service purchased by Customer. Customer will designate a single administrator and that administrator will have access to the reporting and management tools. Customer may only display or perform the content in a public setting, including a conference room or classroom, if Customer has purchased seats for all Customer Users. Users of the content are subject to the [Lynda.com Privacy Policy](#). Updates to the Lynda.com Privacy Policy are effective immediately upon posting to the website. If Customer is a school with children in any grade between kindergarten and twelfth grade, or a school district, Customer represents and warrants that it will not allow a child under the age of 13 to access the content unless Customer has obtained written permission from the child's parent or legal guardian. Customer will promptly provide documentation of the permission upon LinkedIn's request. These additional [Lynda.com Usage Terms](#) apply to Customer's use of the content.

3.2 LinkedIn Learning. Customer will have access to the content on the [linkedin.com](#) platform only. A Customer User may be an employee, contractor, student or library patron depending upon the LinkedIn Learning service purchased by Customer. Customer will designate a single administrator and that administrator will have access to the reporting and management tools.

Customer may only display or perform the content in a public setting, including a conference room or classroom, if Customer has purchased seats for all Customer Users. These additional [LinkedIn Learning Usage Terms](#) apply to Customer's use of the content.

4. ADDITIONAL REQUIREMENTS

For Recruiter, Referrals, and Sales Navigator Services, Customer (a) will designate in writing one Customer User for each seat it purchases; (b) will promptly provide to and maintain with LinkedIn accurate contact information for each Customer User; and (c) will not, and will not permit a Customer User to, share a Customer User's access to the Services with any other individual. In the event a Customer User ceases employment, takes any type of leave or vacation, or transfers work function, Customer may transfer the Customer User's seat to a different Customer User. LinkedIn reserves the right to limit the number of transfers of each seat. Customer's breach of this Section will be deemed a material breach of this LSA.

Attachment B



LinkedIn
 1000 West Maude Avenue
 Sunnyvale, CA 94085
 Phone: 650.687.3600
 Fax: 1.650.429.2122
 www.linkedin.com

Pricing Valid Through: December 15, 2017

Proposed by:
 Samantha Tobin
 stobin@linkedin.com

CONTRACT CONTACT: Arielle Arias

Sold to Customer County Of Stanislaus

BILL TO: Please review the below Billing details and edit if necessary.

Bill To Doing

Business As:

Contact: Arielle Arias
 County Of Stanislaus

Address: 1010 10th Street, Ste 6800

City/State/Zip: Modesto CA 95354

Country: United States

Email: ariasa@stancounty.com

Phone: (209) 525-4474

By initialing here, I agree that the Billing details are current and accurate. _____

SHIP TO: County Of Stanislaus

Ship To Doing Business As:

1010 10th Street, Ste 6800

Modesto, CA 95354

United States

ORDER INFORMATION

Contract #: CS3788103-17

Billing Period: Annually Upfront

Billing Method: Invoice

Billing Instructions: LSEP:

Year 1: \$45,000.00

Year 2: \$49,000.00

Year 3: \$54,000.00

For Internal Only:

Master Agreement (LSA):

Type: New Business

Rep Region: LDC-NA-US-XXX6-GVED-SNL-HY

Agency Name:

Currency: USD

Contract Start Date*: February 1, 2018

Contract End Date: January 31, 2021

The start date of the services on this Order Form will be the later of the Contract Start Date or the date that the Order Form is fully executed

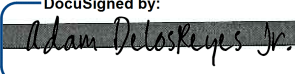
Product Order Description	Qty	Term (Months)	Notes	Sales Price	Total
Product Name: lyndaEnterprise Academic & Gov't Product SKU: LENAG01-1605 Product Description: LyndaEnterprise with English content for academic & government customers buying for their entire organization. Includes one master admin complimentary user.	5,000	12	Year 1: 2018- 2019	\$45,000.00	\$45,000.00
Product Name: lyndaEnterprise Academic & Gov't Product SKU: LENAG01-1605 Product Description: LyndaEnterprise with English content for academic & government customers buying for their entire organization. Includes one master admin complimentary user.	5,000	12	Year 2: 2019 - 2020	\$49,500.00	\$49,500.00
Product Name: lyndaEnterprise Academic & Gov't Product SKU: LENAG01-1605 Product Description: LyndaEnterprise with English content for academic & government customers buying for their entire organization. Includes one master admin complimentary user.	5,000	12	Year 3: 2020 - 2021	\$54,000.00	\$54,000.00
				SUB TOTAL	\$148,500.00
				ESTIMATED TAX*	\$0.00
				ESTIMATED ORDER TOTAL	\$148,500.00

PURCHASE ORDER INFORMATION	TAX INFORMATION
Our records INDICATE that a Purchase Order Number may NOT be required for this order. If a Purchase Order IS required, please enter the PO Number: By initialing here, I confirm that a Purchase Order number is NOT required, or if a	Check here if your company is tax exempt: <i>Please attach any/all exemption certifications or email documentation to taxinquiry@linkedin.com.</i> Your order will be taxed using the applicable tax rate for your shipping address. The tax listed on your order form is only an estimate and is calculated on the net price. Your invoice will reflect the final total taxes in

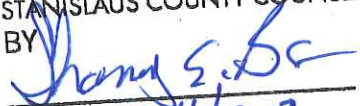
Purchase Order Number is listed <u>ABOVE</u> , I confirm that it is current and accurate. _____ Please attach PO	effect at the time of invoicing and may differ from the amount listed on this order form. For customers located in AZ, CT, FL, HI, IL, IN, MA, MN, NE, NJ, NY, NC, OH, PA, TN, TX, UT, VT, WA and WI, LinkedIn may be required to charge sales tax on your order pursuant to certain state and local sales tax laws. Any applicable sales tax charges will appear separately on your final invoice. For customers located in other states, your state and/or local government may require you to report your purchase and pay appropriate sales and/or use tax amounts to them directly.
PAYMENT OPTIONS	
<ul style="list-style-type: none"> • Customer Payment Terms: 30 Days • USA Customers: Check, Credit Card, or Bank Wire Transfer • Non-US Customers: Credit Card or Bank Wire Transfer only 	

TERMS

- Services provided under this Order Form are governed by the LinkedIn Subscription Agreement between the parties ("LSA") and the LinkedIn Service-Specific Terms available at <https://legal.linkedin.com/service-specific-terms> ("Service Terms"), the terms of which are incorporated into this Order Form.
- Except as provided in the LSA, Services purchased under this Order Form are non-cancelable and non-refundable.
- Customer will have the right to request additional LyndaEnterprise Academic & Gov't seats up to 10% of total number of LyndaEnterprise Academic & Gov't seats purchased under this Order Form at no additional charge during the Term.
- Pricing for future LSEP orders will be based on LinkedIn's then-current LSEP pricing model.
- Customer will maintain complete and accurate billing and contact information with LinkedIn and will notify LinkedIn of any inaccuracies on an invoice within the time period set forth in the Payment Terms section above.
- If and to the extent Customer provides to LinkedIn any personal data of European Union residents in connection with its use of the Services (not including data provided by members to LinkedIn), LinkedIn and Customer will comply with the applicable Standard Contractual Clauses available at <https://business.linkedin.com/c/15/10/eu-cc>, the terms of which are incorporated by reference into this Order Form.
- Add-on orders must co-term with the originating order.

CUSTOMER (or APPROVED AGENCY)		LinkedIn Corporation	
Signature:		Signature:	DocuSigned by:  AA08A685634C4EB
Name:		Name:	Adam DelosReyes Jr.
Title:		Title:	Senior Revenue Analyst
Date:		Date:	11 December 2017

I hereby represent that I am an authorized signatory and have read and agreed to the terms of this Order Form.

APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL
 BY 
 DATE: 12/11/2017

Attachment C



LINKEDIN SUBSCRIPTION AGREEMENT

This LinkedIn Subscription Agreement (“**LSA**”), governs any ordering document executed by the customer identified in that ordering document (“**Customer**”) and the LinkedIn company identified in that ordering document (“**LinkedIn**”). This LSA, the applicable ordering document, and any other incorporated terms, comprise the complete understanding between the parties on the subject matter (“**Agreement**”).

This LSA is designed to address the unique concerns of a Public Sector Entity and is not applicable to private entities. “**Public Sector Entity**” means any federal, state, or local government unit, agency, political subdivision or instrumentality. If Customer is not a Public Sector Entity, then LinkedIn’s standard terms and conditions located at: <http://business.linkedin.com/lsa> will supersede this LSA and govern all ordering documents between the parties.

1. ORDERING

1.1. Ordering Services. Customer may access and use the subscription and advertising services offered via LinkedIn’s websites to the extent and for the term stated in the ordering document (“**Services**”). Customer may allow its Affiliate to order Services under the terms of this LSA only if Customer informs LinkedIn in writing of the specific Affiliate authorized to do so. That authorized Affiliate will be (a) deemed a “Customer” for that order only; and (b) jointly and severally liable with Customer for its use of the Services and compliance with the Agreement. “**Affiliate**” means an entity that controls, is controlled by, or is under common control with, a party.

1.2. Payment and Taxes. Customer will pay the fees for the Services in accordance with the payment terms stated in the ordering document. For Services that require payment by credit card, LinkedIn will charge Customer’s credit card upon receipt of the credit card information and upon renewals. Customer’s purchases are non-cancelable and payment for Services is non-refundable, except as otherwise stated in this LSA. Customer will pay or reimburse LinkedIn for all federal, state, and local taxes, including sales, use, gross receipts, VAT, levy, GST, or similar transaction taxes imposed on Customer’s purchase of Services, unless Customer provides LinkedIn with a valid tax exemption certificate. All taxes payable by Customer will be separately stated and exclusive of the fees. Customer will have no liability for taxes that are statutorily imposed on LinkedIn, including taxes or fees measured by LinkedIn’s net or gross income.

2. RESPONSIBILITIES

2.1. Use of Services. Customer will use the Services solely for its intended purpose, and as outlined in LinkedIn’s service-specific terms <https://legal.linkedin.com/service-specific-terms> (“**Service Terms**”). Unless otherwise stated in the Agreement, only Customer-designated employees and contractors are authorized to use the Services (“**Customer User**”). A “**Member**” is an individual who signs-up to use LinkedIn’s services under LinkedIn’s user agreement, currently available at <https://www.linkedin.com/legal/user-agreement>, as amended by LinkedIn from time to time (“**User Agreement**”). The terms of the User Agreement are incorporated into this LSA. Customer will ensure that Customer Users comply with the User Agreement when using the Service in a non-personal capacity. Customer may only use the Services for Customer’s internal use. Customer will not provide access to the Services to any third party, except that Customer may allow its Affiliates to access and use the Services if Customer is fully liable for its Affiliates’ use of the Services and compliance with the Agreement. Customer will notify LinkedIn immediately upon learning of any unauthorized use of the Services or any other breach of security related to the Services. Customer may use information about Members that it collects in connection with its use of the Services only as needed for use of the Services and as expressly permitted in this LSA. LinkedIn may communicate to Customer Users about the Services, including how to use the Services.

2.2. Provision of Services. Customer is responsible for providing LinkedIn with the information necessary for LinkedIn to provide the Services. Customer is solely responsible for the accuracy, quality and legality of such information. If a Service must integrate with third-party systems or applications used by Customer (e.g. an applicant tracking system, “**ATS**” or a customer relationship management system, “**CRM**”), Customer is solely responsible for the integration and related activities. LinkedIn disclaims any and all liability for the use of third-party systems or applications residing outside LinkedIn’s systems.

2.3. Data Protection. If either party processes Personal Data (as defined in Section 1 of the DPA) on behalf of the other pursuant to this Agreement, then LinkedIn and Customer will comply with the terms of the LinkedIn Data Processing Agreement, currently available at <https://legal.linkedin.com/dpa> (“DPA”), the terms of which are incorporated into this LSA.

2.4. Compliance with Laws. The parties will comply with all applicable Data Protection Requirements (as defined in Section 1 of the DPA) and all international, federal, state, provincial and local laws relating to (a) corruption practice, bribery, and acts contrary to the public administration including the US Foreign Corrupt Practices Act of 1977, 15 U.S.C. § 78dd-1, et seq.; and (b) discrimination against employees or job applicants based on race, color, religion, sex, national origin, veteran status or disability. LinkedIn is enrolled in the U.S. Department of Homeland Security’s E-Verify program regarding the immigration and employment eligibility of newly hired employees.

3. CONFIDENTIAL INFORMATION

3.1 Definition. “Confidential Information” means any information disclosed under the Agreement that (a) if tangible, is clearly marked as “Confidential” or with a similar designation; (b) if intangible, is identified as “Confidential” by discloser at the time of disclosure and confirmed in writing to recipient as being Confidential Information; or (c) from the relevant circumstances should reasonably be known by recipient to be confidential (e.g. pricing, non-public Personal Data, etc.). Confidential Information does not include any portion of the information that recipient can prove (a) was rightfully known to recipient before receipt from discloser; (b) was generally known to the public on the Effective Date; (c) becomes generally known to the public after the Effective Date, through no fault of recipient; (d) was received by recipient from a third party without any confidentiality obligation; or (e) was independently developed by recipient without breach of this section 3. For Customers located in the United States, LinkedIn acknowledges that Customer is subject to certain mandatory disclosure requirements under applicable federal and state freedom of information laws, including the Freedom of Information Act, 5 U.S.C. § 552, et seq., as amended. For all other Customers, LinkedIn acknowledges that Customer is subject to certain mandatory disclosure requirements under applicable freedom of information laws in Customer’s home jurisdiction. Customer acknowledges that certain information provided by LinkedIn during the performance of this Agreement may contain trade secrets and confidential commercial or financial information exempt from the mandatory disclosure requirements under applicable freedom of information laws.

3.2 Limited Use and Non-Disclosure. Recipient will (a) use Confidential Information only for the purposes of furthering the business relationship between the parties; (b) protect Confidential Information using the same degree of care it uses to protect its own confidential information of a like nature, but in no event less than a reasonable degree of care; (c) not disclose Confidential Information to any third party except (1) to Affiliates or employees, students, consultants, and agents who (i) have a need to know it in order to carry out their obligations under the Agreement, and (ii) are under written confidentiality and non-use obligations at least as restrictive as those stated in this LSA or (2) as required by law; and (d) not modify, reverse engineer, decompile, create other works from, or disassemble any Confidential Information, to the extent applicable, unless authorized in writing by discloser.

4. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP. No right, title or interest in any intellectual property right transfers to the other party, except for the limited rights stated in the Agreement. Customer is not obligated to provide LinkedIn or its Affiliates with any suggestions, enhancement requests, or other feedback about the Services or related technology. However, if Customer does provide any feedback to LinkedIn, LinkedIn may use it without any restriction or payment.

5. TERM AND TERMINATION

5.1. Term. This LSA is effective on the date the first ordering document is executed by Customer and LinkedIn (“Effective Date”) and remains in effect until terminated.

5.2. Termination and Suspension. Either party may terminate this LSA or an ordering document if the other party materially breaches the Agreement and fails to cure the breach within 30 days after receiving notice of the breach. LinkedIn may suspend Customer’s access to the Services if Customer is in breach of the Agreement and the suspension will continue for as long as reasonably necessary for Customer to remedy the breach. If all ordering documents under this LSA have expired or been terminated, then either party may terminate this LSA for convenience by providing written notice to the other party.

5.3. Effect of Termination. Termination of this LSA or an ordering document will not relieve Customer from its obligation to pay LinkedIn any fees stated in an ordering document, excluding termination by Customer for LinkedIn's uncured material breach of this LSA. If Customer terminates this LSA or an ordering document because of LinkedIn's uncured material breach, LinkedIn will refund a pro-rata share of any pre-paid fees under the applicable ordering document. Customer will notify Customer Users that their access to the applicable Services has terminated and LinkedIn may remove or discard all content that Customer uploaded or otherwise made available to LinkedIn in accordance with LinkedIn's policies. Termination of an ordering document does not terminate this LSA; however, termination of this LSA will result in the immediate termination of all ordering documents. The provisions of this LSA that by their nature extend beyond the termination of this LSA will survive termination.

6. LIMITED WARRANTY; DISCLAIMER. LinkedIn makes no representation or warranty about the Services, including any representation that the 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. LIABILITY

7.1 LinkedIn Liability. LinkedIn will be responsible for any damages resulting from (a) the negligent acts or omissions of LinkedIn, its employees, or agents; (b) the Services' infringement of a third party's intellectual property right; and (c) LinkedIn's failure to comply with applicable laws, rules or regulations in its performance under the Agreement.

7.1 Customer Liability. To the extent legally liable and permitted by law, Customer will be responsible for any damages resulting from (a) the negligent acts or omissions of Customer, its Customer Users, or agents; (b) claims made or brought against LinkedIn by a third party alleging that (i) the Customer Personal Data or LinkedIn's transmission or hosting of the Customer Personal Data infringes or violates the rights of the third party; or (ii) Customer's use of the Services in violation of the Agreement infringes or violates the rights of the third party; or (c) Customer's failure to comply with applicable laws, rules or regulations in its performance under the Agreement.

8. LIMITATION OF LIABILITY

8.1 Damages Waiver. To the fullest extent permitted by law, neither party, including its respective Affiliates, will be liable to the other in connection with the Agreement for lost profits or lost business opportunities, loss of data, or any indirect, incidental, consequential, special or punitive damages. Subject to Sections 8.3(b) and (e), LinkedIn will not be liable to Customer for any Personal Data Breach (as defined in Section 1 of the DPA).

8.2 Liability Cap. Neither party, including its respective Affiliates, will be liable to the other in connection with the Agreement for an amount that exceeds the total fees paid or payable to LinkedIn during the 12-month period before the event giving rise to the liability.

8.3 Exclusions. The limitations of liability stated in sections 8.1 and 8.2, do not apply to a party's (a) confidentiality obligations; (b) liability for fraud, gross negligence or intentional misconduct; (c) liability for death or personal injury; (d) violation of the other party's intellectual property rights; or (e) liability for a Personal Data Breach caused by the Data Processor's (as defined in Section 1 of the DPA) negligent acts or omissions.

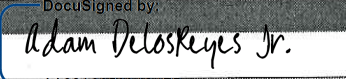
8.4 Sovereign Immunity. The parties recognize that Customer is a Public Sector Entity, and nothing in this LSA is intended to waive or diminish Customer's rights under principles of Sovereign Immunity, as established by law.

9. DISPUTE RESOLUTION. The Agreement is governed by the laws of Customer's home jurisdiction. The prevailing party may seek to recover its legal fees and costs. If the Customer is a United Nations program, fund, or specialized agency, then any dispute or claim related to the Agreement, including a claim of breach (unless settled by direct negotiation), will be settled in accordance with the UNCITRAL Arbitration Rules. Any resulting arbitration award will be binding on the parties and final. If during a direct negotiation the parties wish to seek an amicable settlement of the dispute or claim by conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules.

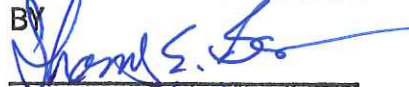
10. MISCELLANEOUS. If a conflict exists between any of the terms in the Agreement, then the DPA will govern, followed by this LSA, the ordering document, the Service Terms, and finally the User Agreement. Neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding of any person relating to the

subject matter of the Agreement, other than as stated in the Agreement. Notices will be provided in writing and delivered by commercial overnight courier to the address of the other party stated on the ordering document, unless otherwise stated in the Agreement. Notices are effective on the date of delivery as indicated in the records of the courier. The Agreement does not create a partnership, agency relationship, or joint venture between the parties. Neither party has the power or authority to bind the other or to create any obligation or responsibility on behalf of the other. Under no circumstances will any employee of one party be deemed to be the employee of the other. LinkedIn may name Customer as a customer of LinkedIn's in its marketing and promotional materials. Neither party will assign the Agreement in whole or in part without the other party's prior written consent. Any attempted assignment in violation of this restriction is void. The Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. If Customer is an agency binding a client under this LSA, Customer (a) represents and warrants that it has the authority to bind the client under this LSA; (b) will notify LinkedIn in writing of the name and address of its client that will access and use the Services; and (c) remains jointly and severally liable for all of Customer's obligations under the Agreement. If the Agreement is translated into a language other than English, the translation is for convenience only, and the English language version will govern. LinkedIn may remotely monitor Customer's use of the Services to ensure compliance with the Agreement. If any provision of the Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to give effect to the parties' intentions and the remaining provisions will not be affected. The parties may amend the Agreement only in a written amendment signed by both parties, except for the User Agreement and Service Terms, which may be modified in accordance with their terms. If this LSA will be executed then it can be executed electronically and in counterparts, each of which is deemed to be an original and together comprise a single document. Each party represents and warrants that the individual binding a party under this LSA is authorized to do so.

- 11. Nondiscrimination.** During the performance of this Agreement, LinkedIn and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

CUSTOMER	LINKEDIN
Signature:	Signature: 
Name:	Name: Adam DelosReyes Jr.
Title:	Title: Senior Revenue Analyst
Date:	Date: 11 December 2017

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

BY 

DATE: 12/11/2017