AMENDMENT TO LINKEDIN'S USER AGREEMENT
APPLICABLE TO GOVERNMENTAL USERS/MEMBERS

This Amendment, agreed to by both parties, applies to the Executive Office of the President.

You, as a United States Government entity, are required, when entering into agreements with other parties, to follow applicable federal laws and regulations, including those related to ethics; privacy and security; limitations on indemnification; fiscal law constraints; advertising and endorsements; freedom of information; and governing law and dispute resolution forum. LinkedIn Corporation ("Company" or "We") and You (together, the "Parties") agree that modifications to the [Company's] standard User Agreement, available at http://www.linkedin.com/static?key=user_agreement&trk=hb_ft_userag (the "User Agreement") are appropriate to accommodate Your legal status, Your public (in contrast to private) mission, and other special circumstances. Accordingly, the User Agreement is hereby modified by this Amendment as it pertains to Agency's use of the Company web site and services.

A. ***Government entity***: For the purposes of this Amendment, "You" within the User Agreement shall mean the Agency itself and shall not apply to, or bind (i) the individual(s) who utilize the Company site or services on Agency's behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, the Agency.

B. ***Public purpose***: Any requirement(s) set forth within the User Agreement that use of the Company site and services be for private, personal and/or non-commercial purposes is hereby waived.

C. ***Agency content serving the public***: Subject to compliance with the User Agreement, Company hereby approves Agency's distribution or other publication via Company's Website of materials which may contain or constitute promotions, advertisements or solicitations for goods or services, so long as the material relates to the Agency's mission.

D. ***Advertisements***: Company hereby agrees not to serve or display any third party commercial advertisements or solicitations on any pages within the Company site displaying content created by or under the control of the Agency, provided that your sole remedy for LinkedIn's breach hereof shall be to terminate your use of the website. This exclusion shall not extend to house ads, which Company may serve on such pages in a non-intrusive manner.

E. ***Indemnification***: All indemnification and damages provisions of the User Agreement are hereby waived. Liability of Agency for any breach of the User Agreement or this Agreement, or any claim arising from the User Agreement or this Agreement, shall be determined under the Federal Tort Claims Act, or other governing authority. Liability of Company for any breach of the User Agreement or this Agreement, or any claim arising from the User Agreement or this Agreement, shall be determined by applicable federal law.

F. ***Governing law***: The dispute resolution provision in the User Agreement is hereby deleted. The User Agreement and this Amendment shall be governed, interpreted and enforced in

accordance with the federal laws of the United State of America. To the extent permitted by federal law, the laws of the State of California will apply in the absence of federal law.

G. ***Changes to standard User Agreement***: Language in the standard User Agreement reserving to Company the right to change the User Agreement without notice at any time is hereby amended to allow You to terminate the User Agreement within three days of Company posting notice of any material change to the User Agreement. Company shall post this notice on its website.

H. ***Access and use***: Company acknowledges that the Agency's use of Company's site and services may energize significant citizen engagement. Language in the User Agreement allowing Company to terminate service, or close the Agency's account, at any time, for any reason, is modified to reflect the Parties' agreement that Company may unilaterally terminate service and/or terminate Agency's account without cause upon thirty (30) days written notice (or immediately if required by law) or immediately for breach of Agency's obligations under the User Agreement or its material failure to comply with the instructions and guidelines posted on the Site, or if Company ceases to operate its site or services generally. Company will provide Agency with a reasonable opportunity to cure any breach or failure on Agency's part.

I. ***Provision on crawlers***: The provision in the User Agreement prohibiting "crawl" or "spider" processes is amended to allow the Agency to apply such tools solely on the URL for its pages and solely to fulfill Agency's obligations under the Federal Records Act or other applicable federal law or regulation.

J. ***Ownership of names***: Any provision(s) in the User Agreement related to Company's ownership of and right to change Your selected user name(s), user ID(s), domain name(s), channel name(s), and group name(s), are modified to reasonably accommodate Agency's proprietary, practical, and/or operational interest in its own publicly-recognized name and the names of Agency programs.

K. ***Modifications of user content***: Company agrees that the right reserved in the User Agreement to "modify" or "adapt" Your content is limited to technical actions necessary to index, format and display that content or otherwise as required by law. The right to modify or adapt does not include the right to substantively edit or otherwise alter the meaning of the content. Notwithstanding the foregoing, nothing in this Amendment shall result in an expansion of Your rights as a United States Government entity under the Copyright Act of 1976 (17 U.S.C. §§101 et sec.), specifically including Section 105 of the Act.

L. ***Limitation of liability***: The Parties agree that nothing in the Limitation of Liability clause or elsewhere in the User Agreement in any way grants Company a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law.

M. ***Uploading, deleting***: The Parties understand and agree that You are not obligated to place any User Content on the Company site, and You reserve the right to remove any and all User Content at Your sole discretion.

N. ***No endorsement***: Company agrees that Your seals, trademarks, logos, service marks, trade names, and the fact that You have a presence on the Company site and use its services, shall not be used by Company in such a manner as to state or imply that Company's products or services are endorsed, sponsored or recommended by You or by any other element of the Federal Government, or are considered by these entities to be superior to any other products or services. Except for pages whose design and content is under the control of the Agency or for links to or promotion of such pages, Company agrees not to display any Agency or government seals or logos on the Company's homepage or elsewhere on the Company Site, unless permission to do has been granted by the Agency or by other relevant federal government authority. Company may list the Agency's name in a publicly available customer list so long as the name is not displayed in a more prominent fashion than that of any other third party name.

O. ***No business relationship created***: The Parties are independent entities and nothing in this Amendment or User Agreement creates an agency, partnership, joint venture, or employer/employee relationship.

P. ***No cost agreement***: Nothing in this Amendment or User Agreement obligates You to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the obligations arising from this Amendment or User Agreement are contingent upon the payment of fees by one party to the other.

Q. ***Provision of data***: The parties acknowledge that, due to its privacy policy, Company will not provide a copy of any user generated content to You at any time. If Company changes its privacy policy to allow the sharing of user-generated content, in case of termination of service, within 30 days of such termination Company will provide you with all user-generated content that is publicly visible through the Sites You created at Company. Data will be provided in a commonly used file or database format as Company deems appropriate. Company will not provide data if doing so would violate its privacy policy, available at http://www.linkedin.com/static?key=privacy_policy&trk=hb_ft_priv.

R. ***Future fee based arrangements***: Company provides services at a basic level free of charge to the public, but this may change in the future. You acknowledge that while Company will provide You with some services and features for free, Company reserves the right to begin charging for those services and features at some point in the future. Company will provide you with at least 30 days advance notice of a change involving charging fees for the basic level of service. You also understand that Company currently offers other premium and enterprise services for a fee. Before deciding to enter into a premium or enterprise subscription, or any other fee-based service Company may offer now or in the future, You agree to determine your Agency has a need for those additional services, to consider the subscription's value in

comparison with comparable services available elsewhere, to determine that Agency funds are available for payment, to properly use the Government Purchase Card if that Card is used as the payment method, to review this Amendment and the then-applicable User Agreement for conformance to federal procurement law, and in all other respects to follow applicable acquisition laws, regulations, and agency guidelines when initiating that separate action.

S. ***Assignment***: Company must provide Agency notice of any assignment of the User Agreement to a successor in interest in the event of a reorganization, merger, consolidation or sale of all or substantially all of Company's assets or stock. Otherwise, neither party may assign its obligations under this Amendment or User Agreement to any third party without prior written consent of the other.

T. ***Precedence; Further Amendment; Termination***: This Amendment constitutes an amendment to the User Agreement; language in the User Agreement indicating it alone is the entire agreement between the Parties is waived. If there is any conflict between this Amendment and the User Agreement, or between this Amendment and other rules or policies on the Company site or services, this Amendment shall prevail. This Amendment may be further amended only upon written agreement executed by both Parties. Agency may terminate Agency's account and end the Company User Agreement at any time. Company may terminate Agency's account and end the Company User Agreement on 30 days written notice.

U. ***Posting and availability of this Amendment***: Any amendments to the User Agreement will be posted on the Company's website. The Parties agree this Amendment contains no confidential or proprietary information, and You may release it to the public upon request and to other agencies interested in using Company Site and services.

LINKEDIN CORPORATION

Name: Steve Sordello

Title: CFO

Date: 10/8/09

EXECUTIVE OFFICE OF THE PRESIDENT

Name: Macon Phillips

Title: Director of New Media

Date: 10/06/09

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LinkedIn Initials AH Date 10.8.09 Legal

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