



LinkedIn Channel Partnership Agreement

This LinkedIn Channel Partnership Agreement (“**Agreement**”) is effective as of October 1, 2025, (“**Effective Date**”) and is between Carahsoft Technology Corp. (“**Partner**”), and LinkedIn Corporation, and its Affiliates (“**LinkedIn**”). Both LinkedIn and Partner are also referred to as ‘Party’ or ‘Parties’. If Partner and LinkedIn executed an Alliance or Channel Partnership Agreement or lead referral agreement or other partnership agreement (“**Legacy Agreements**”) prior to the Effective Date of this Agreement, this Agreement supersedes and replaces such Legacy Agreements which pertain to the partnership between the Parties. This Agreement, in conjunction with the [LTS Channel Partners Handbook](#) (the “**Handbook**”), sets forth the terms and conditions governing the partnership.

The purpose of this Agreement is to facilitate the strategic relationship between LinkedIn and Partner to address the unique concerns of Public Sector Entities or Institutions and create a path for current and future public sector customers to exceed their goals of more efficient and effective hiring, stronger talent engagement and increased return on investment (“**ROI**”). “**Public Sector Entity or Institution**” means any federal, state, or local government unit, agency, political subdivision, public education system, or instrumentality. Public Sector Entity or Institution does not include any private entities. The partnership aims to further LinkedIn’s vision of creating economic opportunities for every member of the global workforce. LinkedIn looks to partner with selected companies to enhance LinkedIn’s reach of its business, leverage Partner’s stakeholder connections and market presence in the territory, harness partner’s strong brand reputation and create strategic relationships with Partner’s network. The partnership is designed to help Partners leverage their channel with LinkedIn, elevate their business, and get the recognition and rewards that comes from being a committed, genuinely engaged and invested partner with LinkedIn. Under this Agreement, Partner may receive access to LinkedIn personnel and resources, including but not limited to, a dedicated account team to support its relationship with LinkedIn, early access to product releases and pilot opportunities, membership in LinkedIn’s strategic advisory council and office leads program and custom-in person and virtual team training sessions.

1. Partner Services.

1.1 Solutions. Partner may, on a non-exclusive basis, offer to third-party customers (“**Clients**”) interested in purchasing from LinkedIn the solutions (“**Solutions**”) set forth in the Commission Schedule (as defined in 3.1 below) in accordance with the terms of this Agreement. LinkedIn may add or remove Solutions that Partner may offer to Clients and will notify Partner of changes in a timely manner by email. LinkedIn is not obligated to provide Solutions to Clients except as set forth in LinkedIn’s standard order form (“**Order Form**”) between Partner and LinkedIn and the LinkedIn Subscription Agreement (“**LSA**”) for its Solutions. LinkedIn may without any restriction or payment to Partner whatsoever, establish a direct relationship with any Client. LinkedIn may, in its discretion, reject any suggested opportunity for new or renewal business from Partner, or a purchasing document submitted by Partner. If Partner posts jobs on LinkedIn using LinkedIn’s API (application programming interfaces), LinkedIn’s API terms of use (the current version of which is located at <http://developer.linkedin.com/documents/linkedin-apis-terms-use>) are incorporated into this Agreement. Partner will not make any false or misleading representations in connection with its services.

1.2 Affiliates. In the case of LinkedIn, an “**Affiliate**” means an entity that controls, is controlled by, or is under common control with LinkedIn Corporation. In the case of Partner, an “**Affiliate**” means an entity listed in the executed Order Form.

1.3 Partner and Client Feedback. Partner will communicate to LinkedIn any suggested modifications, design changes and improvements to Solutions, or other feedback suggested by any Client or received by Partner from any third party. Partner agrees that LinkedIn is and will be the sole and exclusive owner of all right, title, and interest in, to and relating to Solutions, and Partner hereby assigns and otherwise transfers to LinkedIn, any and all right, title and interest in and to, any such actual or suggested feedback, modifications, design changes or improvements, without the credit or payment of any additional consideration.

1.4 Training and Client Support. Partner will market and promote LinkedIn’s sale of Solutions to Clients and potential Clients. Upon LinkedIn’s request, Partner will (a) arrange for LinkedIn to promote Solutions directly to Partner or a particular Client or (b) arrange to meet in person or discuss by telephone any product updates, Client feedback, success of the relationship between the Parties, or any other relevant topic. LinkedIn will provide Partner with sales collateral, including any FAQs, presentations, and website content. Partner’s promotion of Solutions will be fully consistent with these materials. LinkedIn will provide technical, sales and customer service support to Partner or Clients in accordance with LinkedIn’s standard practices.

2. Order Procedure.

2.1 Documentation. LinkedIn will issue a LinkedIn Order Form to Partner for the Solution purchased by Client. Partner will then issue a quote or other ordering document to Client for the same Solution. With respect to any LinkedIn Order Form executed by Partner, Partner represents, warrants, and guarantees to LinkedIn that Partner (a) has Client’s express authorization and commitment to purchasing before executing the Order Form and (b) Partner will procure that its Clients shall comply with the LinkedIn governing terms for the Solution (as defined below in 2.2 Solutions Terms). Upon LinkedIn’s request, Partner will provide LinkedIn evidence of Partner’s authorization. If Partner provides LinkedIn with a purchase order (“**PO**”), an insertion order (“**IO**”), or a PO or IO reference number, LinkedIn will refer to the PO or IO on the Order Form. Upon execution of the Order Form and payment by Partner to LinkedIn of the Net Amount (as defined below), Partner will be eligible for a Commission.

2.2 Solutions Terms. LinkedIn, in its sole discretion, establishes all relevant legal and commercial terms for Solutions that Partner makes available to Clients. As set forth in Section 1, LinkedIn may reject any suggestion for a new or renewal business opportunity presented by Partner in its sole discretion. Partner will not vary, alter, enlarge, or otherwise modify, verbally or in writing, an Order Form or any of the terms and conditions that apply to any LinkedIn Solution purchased by Client except as set out in the attached Exhibit B Additional Terms. The terms governing the Solution must be a pre-negotiated, pre-approved Government Agreement such as but not limited to; NASPO or GSA (“Government Contract”). Partner will ensure the unaltered LSA is incorporated into any Government Contract used by Client or attached to any Client PO or Partner Quote sent to a Client. The other option is to provide the unaltered public sector LinkedIn Subscription Agreement (“LSA”). Partner will include all current LinkedIn Subscription terms, Service Terms, and Order Terms, without changes, unless approved by LinkedIn, in all quotes or other ordering documents presented to Client as defined in Exhibit B attached to this Agreement.

3. Payment, Commission and Taxes.

3.1 Payment for Solutions. As a pre-condition to accept any order(s) placed by Partner under this Agreement, LinkedIn may, at any time and in its sole discretion, require conclusive written evidence that Partner has put in place an arrangement with a reputable bank or financial institution approved by LinkedIn to guarantee the payment of all amounts payable by Partner to LinkedIn under this Agreement. After LinkedIn accepts an Order Form signed by Partner, LinkedIn will invoice Partner based upon the amount set forth on the Order Form for the Solution ("**Gross Amount**") less Partner's Commission for such Order Form ("**Net Amount**"), calculated in accordance with the method set out in the Commission Schedule attached as Exhibit C (the "**Commission Schedule**"). Partner will invoice Clients for, and collect from Clients, the entire Gross Amount. The Gross Amount excludes any applicable tax or similar charges. To the fullest extent permitted under applicable law, Partner will not share its Commission with, pay any amount to, or otherwise compensate or provide any discount to, directly or indirectly, any Client with respect to Solutions, unless otherwise expressly agreed by LinkedIn's partnership manager in writing (email to suffice) on a case-by-case basis. Partner's Commission compensates Partner for all costs and risks associated with Partner's performance of this Agreement, including any bad debt. Partner will pay such invoice via check, ACH or bank wire transfer in the manner agreed by both Parties and in accordance with the payment terms stated on the invoice. Partner must dispute an invoice in writing within thirty (30) days after receiving LinkedIn's invoice. Partner is obligated to pay undisputed invoices within sixty (60) days from date of undisputed invoice without regard to amounts it collects from any Client. If an invoice is disputed, the Parties will work together in good faith to resolve any such dispute. Payment will restart after the disputed invoice is resolved. Notwithstanding FAR Clause FAR 52.249-2, Partner's acceptance of Clients termination for convenience language without LinkedIn's prior written consent will not relieve Partner of any payment obligations for Clients' multi-year subscription term which is cancelled for convenience by Client. Partner will cover all bank charges, taxes, duties, levies, credit card fees and other costs and commissions associated with any bank wire transfer or other means of payment. Invoices not paid in a timely fashion are subject to interest from the due date until paid at a rate of 1.5 percent per month, or the highest rate permitted by applicable law. If LinkedIn initiates collection proceedings for amounts due, Partner will be liable for all collection and other costs incurred by LinkedIn, including reasonable legal fees. All payments will be made in the currency set out in the Order Form.

3.2 Partner Commission. The entire compensation to be paid to Partner under this Agreement will be the commission set forth in the Commission Schedule ("**Commission**"). The Commission is calculated by multiplying the applicable Commission rate by the Gross Amount for the Order Form, less any return credits, allowances, adjustments, or refunds. If LinkedIn refunds or otherwise credits a Client for Solutions for which a Commission has been paid, LinkedIn will issue an invoice for the difference in Commission, and Partner will pay such invoice within sixty (60) days of receipt of LinkedIn's invoice. For any commission not captured systematically on an order form, LinkedIn will send the Partner a statement of commission due after the end of the applicable fiscal year. Partner will not be entitled to Commission if LinkedIn determines Partner has breached Section 2.2 or Exhibits A and B.

3.3 Taxes. The Gross Amount stated on the Order Form is exclusive of sales tax, value-added tax ("VAT"), goods and services tax ("GST") or other applicable transaction tax ("Transaction Taxes") which, where chargeable by LinkedIn, will be payable by Partner at the rate and in the manner prescribed by law unless Partner provides a valid tax exemption certificate, if applicable. For non-US jurisdictions, Partner will provide applicable tax registration number,

declarations of exemption, and Client's exemption documents. The Parties acknowledge that the amounts payable hereunder do not include duty, sales, use, excise, import, export, VAT, GST or similar taxes ("Taxes"), including penalties and interest thereon, or any permit and license fees and customs and similar fees, which LinkedIn may incur in respect of this Agreement, including any costs expended to collect such amounts from Partner and Partner agrees to pay, indemnify and hold LinkedIn harmless from all applicable Transaction Taxes (other than taxes upon LinkedIn's net income). If Partner fails to pay any Transaction Taxes as of the original due date and LinkedIn receives any assessment or other notice from any taxing authority stating that such Transaction Taxes are due from LinkedIn, then LinkedIn shall give Partner written notice of the assessment or notice and Partner shall pay the taxing authority within thirty (30) days of the receipt of such written notice from LinkedIn, including any applicable penalties and interest.

3.4 Withholding Tax. If taxes are required to be withheld on payments to Partner under this Agreement in accordance with the tax laws applicable in the country of residence of Partner either at the time of signing or during the performance of this Agreement, Partner shall have the right to withhold from any payment due to LinkedIn such amount of money as may be required to be withheld by the appropriate taxing authority. However, Partner shall take all measures in accordance with prevailing legislation in Partner's country of residence and/or applicable international laws or regulations, for the avoidance of double taxation, where applicable, to ensure a reduction of or exemption from withholding taxes which may become payable in connection with this Agreement. If required, to avail of a reduction of withholding tax or an exemption from withholding tax, Partner shall request any necessary documentation or forms to be completed by LinkedIn as soon as practically possible and providing LinkedIn with a reasonable timeframe in line with contractual payment terms to provide such information. Where tax is withheld from payment due to LinkedIn, Partner shall supply LinkedIn with a valid withholding tax certificate and any other relevant documentation required as soon as this is available. Any outstanding balance will remain collectible until the necessary tax certificate/documentation is provided to LinkedIn.

4. Term and Termination.

4.1 This Agreement commences on the Effective Date and continues until terminated. Termination of this Agreement will not relieve Partner from its obligation to pay LinkedIn any fees stated on an active Order Form or from LinkedIn providing any Solutions stated in an active Order Form. LinkedIn may terminate this Agreement for convenience at any time upon thirty (30) days' prior written notice; Partner may terminate this Agreement for convenience upon ninety (90) days' prior written notice. Either party may terminate this Agreement if the other party (a) breaches any material provision of this Agreement that has not been remedied within thirty (30) days of the date of written notice of any other alleged breach, provided that LinkedIn may terminate this Agreement within ten (10) days after Partner's failure to pay on time, or (b) the other party becomes insolvent, or makes any assignment for the benefit of creditors, or is not able to pay its expenses as they become due. Upon the termination of this Agreement, both Parties will immediately: (i) discontinue any use of the other Party's Trademarks; (ii) discontinue all representations or statements from which it might be inferred that any relationship exists between LinkedIn and Partner; (iii) return or destroy as directed, all of the other Party's property in possession, custody or control, including Confidential Information and confirm destruction as requested. Partner will cease to promote, solicit, or procure lead referrals for any Solution Orders. The provisions intended by their nature to survive this Agreement will survive the termination of this Agreement.

4.2 Termination for Convenience by Client. Notwithstanding any language in a preapproved/prenegotiated Government Contract or any Order with a Government Client, LinkedIn does not accept termination for convenience language in a contract for any of the Solutions it provides, unless otherwise agreed in writing between LinkedIn and Partner. As of the effective date of this Agreement, Partner will ensure to provide Clients with a Government Contract, or the public sector LinkedIn Subscription Agreement for any LinkedIn Solution Client may purchase. Partner will not accept the use of a Client's terms and conditions or additional terms and conditions to be used in conjunction with a pre-existing contracting vehicle for any LinkedIn Solution without LinkedIn's knowledge. Partner must provide any Client terms and conditions to LinkedIn for review with a reasonable amount of time for review but not less than seventy-two (72) hours, unless Partner receives the terms with less than 72 hours' notice, in which case as soon as possible.

5. Independent Contractors and No Third-Party Beneficiary.

5.1 Independent Contractors. The relationship of LinkedIn and Partner is that of independent contractors, and nothing contained in this Agreement (a) gives either Party the power to direct or control the day-to-day activities of the other; (b) constitutes the Parties as partners, joint venturers, franchisors or franchisees, co-owners or otherwise as participants in a joint undertaking; or (c) allows either Party to create or assume any obligations or commitments on behalf of the other Party for any purpose whatsoever.

5.2 No Authority. Partner has no authority or power to act on behalf of LinkedIn, nor will it purport to have the authority to bind LinkedIn to any obligation, including any fees, expenses, costs, terms of sale, any terms for security, any terms for data processing, terms of credit, refunds, advertising allowances, discounts and any other representation, contract, or commitment of any nature. Partner shall not subcontract or outsource its responsibilities under this Agreement to any third party.

5.3 No Third-Party Beneficiary. Unless explicitly stipulated by LinkedIn, Partner agrees and acknowledges that it is not and will not be a party to, nor be considered as a third-party beneficiary of any Order Form or any other agreement between LinkedIn and any Client.

6. Intellectual Property. Partner will not use (except as authorized herein) or register anywhere in the world (or make any filing with respect to), any trademark, trade dress, trade name or other designation used by LinkedIn ("**LinkedIn's Trademarks**"). Partner will not contest LinkedIn's ownership, use, registration, or use authorized by LinkedIn of any of LinkedIn's Trademarks or other similar and acknowledges that it has no interest in or right to LinkedIn's Trademarks. Any goodwill generated from Partner's use of LinkedIn's Trademarks inures to the benefit of LinkedIn. As between the parties, Intellectual Property Rights in any content, software, information, technology, data and/or materials, trademarks, brand names, whatsoever supplied, made available or created by LinkedIn in connection with this Agreement will remain the property of LinkedIn. "**Intellectual Property Rights**" means any and all rights, title and interest existing from time to time under patent law (including patent applications and disclosures), copyright law, moral rights law, trade secret law, trademark law, and any and all other proprietary rights, and any and all applications, renewals, extensions, and restorations thereof, now or hereafter in force and effect worldwide. Partner will not use any marketing materials which refer to Solutions, LinkedIn's name, or any LinkedIn logo without LinkedIn's prior written approval. With approval granted, Partner will follow LinkedIn's [Brand Guidelines](#). LinkedIn may issue a press release announcing Partner as a customer of LinkedIn or otherwise announce the relationship of the parties, subject to Partner's prior approval, which will not be unreasonably withheld or delayed.

- 7. Warranties.** Each party represents and warrants to the other that it has full corporate power and authority to enter into and to perform its obligations under this Agreement. Partner represents and warrants, that it will perform the services in a highly professional manner and that it has all the equipment, personnel, and resources necessary to perform the services in accordance with this standard. Partner will keep its books, records, and accounts in reasonable detail to accurately and fairly, reflect transactions and dispositions of assets. If LinkedIn has reason to believe that Partner is in breach of any representation, warranty or obligation in this Agreement, LinkedIn may audit Partner, and Partner will fully cooperate in any audit conducted by or on behalf of LinkedIn.
- 8. Audits.** Partner shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Partner's transactions under this Agreement. Partner shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Partner shall permit LinkedIn, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, contracts, Client quotes, ordering processes, and other data related to the services covered by this Agreement. Once during a twelve (12) month period LinkedIn may perform an Audit at any time, provided that LinkedIn shall give thirty (30) day prior notice to Partner and shall conduct audit(s) during Partner's normal business hours, unless Partner otherwise consents.
- LinkedIn will do internal audits of its own system from time to time. Should LinkedIn find that LinkedIn has underpaid or over paid Partner in commissions LinkedIn will promptly notify Partner. The parties will work diligently to rectify the matter within thirty (30) days of Partner receiving LinkedIn's notice.
- Partner agrees to quarterly business reviews ("QBR") with LinkedIn for both parties to review and provide the other party with constructive feedback on all aspects of the parties' partnership during the last quarter.

9. INDEMNIFICATION

- 9.1 Third Party Indemnification.** "**Damages**" means all claims, damages, losses, judgments, liabilities, penalties, interest, costs, and expenses, including reasonable and documented legal fees and any settlement costs. Partner will indemnify and defend LinkedIn, its affiliates, and their respective directors, officers, agents and employees (each, an "**Indemnified Party**") from and against all Damages arising out of a claim by a third party to the extent resulting from or alleged to have resulted from (a) Partner's breach of any representations, warranties or obligations herein; (b) Partner's violation of any applicable law, or (c) Partner's negligence or willful misconduct. LinkedIn will give prompt written notice of any indemnified claim, provided that LinkedIn's failure to provide prompt notice will not affect Partner's obligation to indemnify LinkedIn except to the extent that such failure materially and adversely affects Partner's ability to indemnify LinkedIn. LinkedIn will allow the Partner the sole control of the defense and related settlement negotiations for such claim, provided however, (a) LinkedIn will have the right to approve or disapprove any settlement or compromise, which approval will not be unreasonably withheld or delayed; and (b) LinkedIn will have the right to approve the legal counsel that Partner retains for any claim. LinkedIn will assist and cooperate in the defense and settlement negotiations as reasonably requested by Partner so long as Partner pays LinkedIn's out-of-pocket expenses associated with such assistance and cooperation. If Partner fails to (i) notify LinkedIn of Partner's intent to take any action within fifteen (15) days after receipt of a notice of a claim; or (ii) proceed in good faith with the prompt resolution of the claim, LinkedIn, with prior written notice to Partner and without waiving any rights to indemnification, including reimbursement of reasonable legal fees and legal costs, may defend or settle the claim without the prior written consent of Partner. Partner will reimburse LinkedIn on demand for all Damages incurred

by LinkedIn in defending or settling the claim.

9.2 LinkedIn's Indemnification

LinkedIn will defend, indemnify, and hold Partner, its Affiliates, and their respective directors and officers harmless from and against all third-party claims to the extent resulting from or alleged to have resulted from (a) the services' infringement of a third party's intellectual property right; or (b) LinkedIn's material breach of the Agreement. LinkedIn will promptly notify Partner in writing of any third-party claim. LinkedIn will (a) control the defense of the claim; and (b) obtain the Partner's prior written approval of LinkedIn's settlement or compromise of a claim. The Partner will (y) not unreasonably withhold or delay its approval of the request for settlement or compromise; and (z) assist and cooperate in the defense as reasonably requested by LinkedIn at LinkedIn's expense.

10. Limited Warranty, Disclaimer, and Limitation of Liability.

10.1 LinkedIn warrants that (i) it has the necessary rights to provide the services to Clients; and (ii) the services do not and will not infringe the intellectual property rights of a third party. Partner's sole remedy and LinkedIn's sole liability for a breach of the foregoing warranties is LinkedIn's obligation to defend and indemnify Partner under Section 9.2(a). Except for the warranties stated in this Section 6, 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, merchantability, or fitness for a particular purpose.

10.2 EXCEPT FOR INDEMNITY CLAIMS, BREACHES OF CONFIDENTIALITY OBLIGATIONS, AND ANY INTELLECTUAL PROPERTY VIOLATION, NEITHER PARTY WILL BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR COMMERCIAL LOSSES, LOST PROFITS, REVENUES OR LOSS OF DATA FROM ANY CAUSE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES OR LOSSES, OR (B) ANY AMOUNT IN EXCESS OF THE TOTAL AMOUNT PAID OR PAYABLE BY LINKEDIN TO PARTNER . PARTNER ACKNOWLEDGES THAT NO REPRESENTATION, PROMISE, NOR WARRANTY HAS BEEN MADE TO PARTNER BY LINKEDIN REGARDING THE AMOUNT OF COMMISSIONS THAT PARTNER MAY EARN PURSUANT TO THIS AGREEMENT.

11. Confidentiality

11.1 Confidential Information. Each party acknowledges that it may have access to certain information and materials concerning the other party's business, plans, customers, technology, product roadmaps and Solutions that are confidential and of substantial value, which value would be impaired if such information were disclosed to third parties ("**Confidential Information**"). The parties agree that the terms of this Agreement, and of any Order Form, are also Confidential Information.

11.2 Exceptions. Information is not Confidential Information under this Agreement if it is (a) or becomes publicly known, except through a breach of this Agreement by the receiving party, or (b) entirely independently developed by the receiving party without use of or reference to the Confidential Information of the disclosing party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or applicable law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure or provide for confidential treatment of such Confidential Information.

11.3 Protection and Use. Each party agrees that it will not use in any way for its own account or the account of any third party, nor will it disclose to any third party, any Confidential Information

obtained by it or revealed to it by the other party. Each party will make commercially reasonable efforts to protect the confidentiality of such information, including any steps customarily taken by each party to maintain the confidentiality of its own Confidential Information. Partner will not publish or disclose any technical description of Solutions beyond the description publicly released by LinkedIn.

11.4 Return of Confidential Information. Upon expiration or termination of this Agreement for any reason, there will be no further use or disclosure by either party of any Confidential Information provided thereto by the other party, and the receiving party will promptly return or certify that it has destroyed all documents, including electronic documents, and other things containing such Confidential Information in its custody or possession to the party that provided the Confidential Information.

12. Dispute Resolution. The parties will attempt to resolve any dispute related to this Agreement through good faith, informal negotiation. If initial negotiation does not resolve the dispute, each party will escalate it to the executive sponsor of this Agreement to try to resolve it. If the parties are unable to resolve the dispute through negotiation, the parties will select a mutually agreed mediator in a mutually agreed location to attempt to resolve the dispute. For Partners located within North America or South America, this Agreement is governed by the laws of the State of Delaware, and any action or proceeding related to this Agreement must be brought in a federal court in the Northern District of California. For all other Partners, this Agreement is governed by the laws of Ireland, and any action or proceeding related to this Agreement must be brought in Dublin, Ireland. Each party irrevocably submits to the jurisdiction and venue of the applicable courts. The prevailing party in any litigation may seek to recover its legal fees and costs. Any breach of confidentiality obligations in this Agreement, or any unauthorized use of the services or a party's intellectual property by the other, may cause irreparable harm.

13. Data Protection. The parties shall comply with all applicable laws relating to privacy and data protection, including the EU Data Protection Directive 95/46/EC and, once effective, the EU General Data Protection Regulation 2016/679. In the event that one party processes personal data on the instruction of the other party in fulfilling its obligations under this Agreement, such processing shall be in accordance with the LinkedIn Data Processing Agreement, the terms of which are incorporated into this Agreement; legal.linkedin.com/legal/dpa.

14. Compliance with Laws. Partner will comply with all applicable laws against bribery, corruption, tax evasion, inaccurate books and records, inadequate internal controls, and money laundering, including the US Foreign Corrupt Practices Act, and the U.K. Bribery Act 2010 ("**Anti-Corruption Laws**"). Partner certifies that it has reviewed and will comply with the Code of Conduct for Doing Business with LinkedIn: https://legal.linkedin.com/content/dam/legal/LinkedIn_Partner_Code.pdf and further certifies that its owners, directors, officers, employees or agents will not directly or indirectly pay, give, offer or promise to pay, or authorize the payment any monies or anything of value to anyone, including any government official or employee, or any political party or candidate for political office, for the purpose of influencing any act or decision of such person or entity with which such person is associated, or to obtain or retain business or direct business to any person, including LinkedIn. Partner shall promptly report to LinkedIn (a) any request or demand for any undue financial or other advantage of any kind received by Partner or (b) any breach whether actual, threatened, or suspected, of the Anti-Corruption Laws by Partner. Partner represents and warrants that it will comply with all applicable laws, rules and regulations regarding export and trade compliance including U.S. export control and economic sanctions laws and regulations, which prohibit U.S. companies and their affiliates, like LinkedIn, from engaging in certain

transactions with persons from designated countries (as may be updated from time to time), including Iran, Cuba, North Korea, Sudan, Russia, and Syria. Partner agrees that it will not directly or indirectly offer Solutions to or seek Order Forms from individuals or entities located in such countries or with the knowledge that it will benefit, directly or indirectly, individuals or entities in those countries. Furthermore, Partner agrees to adhere to the compliance requirements set out in Exhibit A of this Agreement.

15. General. All rights and remedies of the parties, under this Agreement, in law or at equity, are cumulative and may be exercised concurrently or separately. A party's breach or threatened breach of any of its covenants or agreements in this Agreement may cause irreparable injury that is inadequately compensable in monetary damages. Accordingly, the other party will be entitled to seek injunctive or other equitable relief in any court of competent jurisdiction for the breach or threatened breach, in addition to any other remedies in law or equity. This Agreement, orders pursuant to this Agreement, and the Exhibits hereto entered into during the term of this Agreement, constitute the entire agreement with respect to the subject matter between the parties. This Agreement cancels and supersedes any and all prior proposals, oral or written, understandings, representations, conditions, warranties, covenants and other communications between the parties, which relate to the subject matter of this Agreement. Except as set forth otherwise in this Agreement, this Agreement may not be amended or supplemented except as provided herein and pursuant to a written notice. Notices will be provided in writing to the email address and/or physical address of the other party stated in the Agreement. Notices are effective on the date of delivery. Notices to LinkedIn: Physical address: LinkedIn Corporation, Attn: Legal Department, 1000 West Maude Ave., Sunnyvale, CA 94085. Email address: legal@linkedin.com. Notices to Partner: Physical address: Carahsoft Technology Corp., 11493 Sunset Hills Road, Suite 100, Reston, VA 20190. Email address: contracts@carahsoft.com. A party's waiver of any breach of this Agreement by the other party will not constitute a waiver of any rights or any subsequent breach of the same or different provision hereof. Unless otherwise expressly stated in this Agreement, any notices required or authorized to be given will be deemed to have been given when received via certified or registered mail, postage prepaid, or via any other public or private delivery service providing for written acknowledgment of receipt, as set forth under the signature line of this Agreement. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party; provided however that LinkedIn may assign this Agreement, without prior written consent, to a successor in interest in the event of a reorganization, merger, consolidation or sale of all or substantially all of its assets or stock. Any assignment in violation of this Agreement is null and void. The parties agree that electronic signatures are fully binding and enforceable. In case any provision of this Agreement is deemed, by a court of competent jurisdiction or arbitrator, to be unenforceable, such provision will be construed so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of this Agreement; and if such provision is unenforceable, the enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby. In the event of any conflict among this Agreement and any Insertion Order, the terms and conditions of this Agreement will govern.

Signatures on the following page.

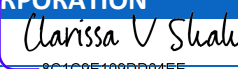
CARAHSOFT TECHNOLOGY CORP.		LINKEDIN CORPORATION	
Signature:	DocuSigned by:  194A3E2F43GG436...	Signature:	Signed by:  8C1C9E109DD04EE...
Name:	Craig Abod	Name:	Clarissa V Shah
Title:	President	Title:	Sr. Director, Legal
Date:	10/30/2025	Date:	10/30/2025

EXHIBIT A

LEGAL COMPLIANCE

Our Expectations

At LinkedIn, we expect all our partners and their employees to understand and comply with our Business Code and the laws that apply to their operations. This includes our channel partners, suppliers, vendors, contractors, consultants, agents, and providers of goods and services who do business with LinkedIn entities worldwide. We expect you to hold your employees, subcontractors and agents to equivalent standards of conduct that follow both the spirit and the letter of our [Code of Conduct for doing Business with LinkedIn](#).

Maintaining Business Integrity

We are committed to doing business according to the highest standard of integrity. To be successful as a LinkedIn business partner, it's important that your actions are guided by this same standard. We expect you to hold your employees, subcontractors, and agents to adopt and implement equivalent standards of conduct that follow both the spirit and the letter of our Code of Conduct for doing Business with LinkedIn. Fair, ethical business practices are paramount. We would rather pass up an opportunity than agree to lower our standards in order to get business done.

Anti-Corruption

As a partner of LinkedIn, you are expected to conduct yourself with high ethical standards and comply with the Foreign Corrupt Practices Act ("FCPA") and all other applicable anti-corruption laws. No LinkedIn partner shall, directly or indirectly, promise, authorize, offer, pay or receive anything of value (including but not limited to gifts, travel, hospitality, charitable donations, or employment) to any Government Official or other party to improperly influence any act or decision of such official for the purpose of promoting the business interests of LinkedIn in any respect, or to otherwise improperly promote the business interests of LinkedIn in any respect. Additionally, you cannot use intermediaries to pay bribes on our behalf.

A "Government Official" refers to all of the following: (i) any employee of a government entity or subdivision, including elected officials; (ii) any private person employed by or acting on behalf of a government entity, even if just temporarily; (iii) officers and employees of companies that are owned or controlled by the government; (iv) candidates for political office; (v) political party officials; and (vi) officers, employees and representatives of public international organizations, such as the World Bank and United Nations. Representatives are also made aware that in certain countries and in certain industries, an individual who seems to work for a private entity might be considered a Government Official.

Competition Laws

We know that our business partners compete in markets all over the world, and we expect them to do so in a way that's ethical, legal and in line with LinkedIn's values. Making agreements to restrict trade, whether formally or informally, violates U.S. antitrust and other global competition laws, putting you and LinkedIn at risk. Simply put, never agree—or appear to agree—to fix prices, collude to assign territories, rig bids, or engage in any other anticompetitive activity.

Conflicts of Interest

All LinkedIn partners are expected to disclose all actual or potential conflicts of interest, or anything that would have the appearance of impropriety. Conflicts of interest can arise when our personal relationships or financial interests overlap with our job responsibilities. If we don't navigate potential conflicts of interest carefully, these situations can impact the decisions we make, erode trust within teams, and harm LinkedIn's reputation.

- Partners should not employ, or make payments to, any employee of LinkedIn during the course of any transaction.
- If the Partner's employee has a family or close personal relationship with a LinkedIn employee, the supplier should disclose this fact to LinkedIn or ensure that the LinkedIn employee does so.
- Partner should not benefit by taking advantage of an opportunity learned about through your company's relationship with LinkedIn that was otherwise intended to benefit LinkedIn.

Gifts and Entertainment

We expect our partners to keep the following guidelines in mind when deciding whether to give—or accept—a gift, entertainment, or other courtesy:

- Any gifts you offer or accept should be reasonable.
- Entertainment and meals should occur in the normal course of business.
- Government officials or agents may have restrictions on the types of business courtesies they can accept.
- Travel expenses should never cross the line between reasonable and excessive.

Promoting Transparency

As our business partner, we expect you to be open and honest in your dealings with LinkedIn and others. After all, the decisions you make while working on LinkedIn's behalf don't just reflect on you and your company; they reflect on us, too. When you are transparent about the way you do business, you help to strengthen the relationship between your company and ours.

Speak Up When It Is Not Right

LinkedIn maintains an integrity helpline that allows its employees, suppliers, and the public to speak up when something is not right. We encourage you to report your concerns to LinkedIn's [integrity helpline](#), which allows you to submit reports anonymously if you choose to remain anonymous. We have a firm non-retaliation policy to protect those who raise a concern in good faith, and we strive to maintain confidentiality wherever possible. We treat reports seriously, fairly, and promptly, and take action if something needs to be fixed.

Exhibit B

Additional Terms

Using Additional Resellers.

Partner will inform LinkedIn of any use of fourth-party resellers. Upon request, Partner will provide a list of resellers used to complete Client purchases. LinkedIn will not provide any reseller or fourth-party reseller commission.

Request For Proposal, Information, or Quote (“RFx”)

Partner will ensure that LinkedIn’s proposal team is notified promptly without undue delay and within 48 hours of receiving any new RFx that Partner intends to respond to. Partner will email the RFx documents to proposals@linkedin.com and will include details of the prospective deal thus far and request a kick-off call time with LinkedIn. Partner has no authority to and will not agree to the Client’s terms and conditions found in the RFx as the governing terms for LinkedIn’s Solutions.

Data Processing and Security.

Partner has no authority to and will not agree to any additional terms and conditions or remove any LinkedIn terms and conditions regarding data processing and/or data security outside of LinkedIn’s Data Processing Agreement (DPA) and security terms found at this link <https://www.linkedin.com/legal/l/dpa>.

Any flow down terms from Client must be presented to LinkedIn for review promptly and without delay.

Solution Terms. Clients must be presented with one of the preapproved, prenegotiated Government Contracts or the public sector LinkedIn Subscription Agreement (“LSA” or “EULA”). LinkedIn requires the LinkedIn Solutions to be governed by the terms of the LSA or the Government Contract in which the LSA is incorporated. Should a Client present an addendum to the LSA or Government Contract, LinkedIn will work with Partner or directly with Client to review any terms pertaining to the Solution that will be LinkedIn’s obligation to fulfill (“flow-down terms”). Such flow down terms from Client must be presented to LinkedIn for review promptly and without delay.

Partner has no authority to and will not commit to using a Client’s agreement on behalf of LinkedIn. Any terms put in place between the Client and Partner for LinkedIn’s Solutions will be as noted in this Agreement and will be between the Client and Partner. LinkedIn will not negotiate a Client’s agreement nor agree to have an agreement between Client and LinkedIn. If Client requires an agreement be signed directly with LinkedIn, the Client must work directly with LinkedIn rather than going through Partner.

Order Terms. Partner will ensure to include all Order Terms on the Client’s Carahsoft quote. The Order Terms are found at the order-terms link on the LinkedIn order provided to Partner for Client’s purchase. Partner will insert the bullet points found at the link onto the quote issued to Client. Only the first sentence in the first bullet point may be amended to reference the Agreement that governs the order. Full instructions and training will be provided by LinkedIn.

Letter of Intent.

Partner will not provide any Client a Letter of Intent (“LOI”) without LinkedIn’s prior written approval.

Preferred Partners Program.

Partner will be disqualified from the Gold tier status in the Preferred Partners Program, as defined in the Handbook, for any breach of this Agreement

EXHIBIT C COMMISSION SCHEDULE

Unless otherwise notified by LinkedIn, subject to the terms of the Alliance Partnership Agreement (“Agreement”), the dedicated LinkedIn alliance partner (“Partner”) will earn a commission as defined in the Agreement according to the following commission rate structure for eligible Services (“Product Group”).

LinkedIn may update the commission schedule at any time.

PRODUCT GROUP A

LinkedIn Recruiter

[Recruiter Corp, Recruiter Professional Services, Administrator, Jobs Manager, Talent Pipeline]

PRODUCT GROUP B

LinkedIn Jobs

[Job Slots, Job Posts, Job Wrapping]

LinkedIn Talent Insights

[Corporate Starter/Advisor, Corporate Leader, Staffing]

LinkedIn Career Pages

[SMB: Starter/Basic/Advanced/Premium/ International, Enterprise: Basic/Advanced/Premium/ International, Large Enterprise: Basic/Advanced/ Premium/International]

Work With Us

[Work With Us Ads]

PRODUCT GROUP C

LinkedIn Learning [All Languages]

LinkedIn Learning Hub [All Languages]

LinkedIn Learning Campus [Partial, Full]

PRODUCT GROUP D

LinkedIn Hiring Enterprise Program (HEP)

[Full HEP; "Full HEP" means a LinkedIn Talent Solutions Hiring Enterprise Program order where a customer pays an ‘all-in’ price based on a calculation of the total number of Recruiter seats, Job Slots, and Career Pages required to support all potential Recruiter users and professional job openings within the customer’s organization.

LinkedIn Learning Enterprise Program (LEP)

[Full LEP; "Full LEP" means a LinkedIn Talent Solutions Learning Enterprise Program order where a customer pays an ‘all-in’ price based on a calculation of the total number of LinkedIn Learning licenses required to support all knowledge workers within the customer’s organization.

1. NEW BUSINESS

- a. PRODUCT GROUP A – 5%
- b. PRODUCT GROUP B – 5% of the total amount of all products for products in this Group

- c. PRODUCT GROUP C – 5% of the total amount of all products for products in this Group
- d. PRODUCT GROUP D – 5% of the total amount for “Full HEP” products in this Group / 5% of the total amount for “Full LEP” products in this Group

2. RENEWALS & ADDONS

- a. PRODUCT GROUP A – 3%
- b. PRODUCT GROUP B – 3% of the total amount of all products for products in this Group
- c. PRODUCT GROUP C – 3% of the total amount of all products for products in this Group
- d. PRODUCT GROUP D – 3% of the total amount for “Full HEP” products in this Group / 3% of the total amount for “Full LEP” products in this Group*

Commissions Rates

Product Group	Product Group A	Product Group B				Product Group C	Product Group D
Solution Type	LinkedIn Recruiter	LinkedIn Jobs	LinkedIn Career Pages	LinkedIn Talent Insights	Work With Us	LinkedIn Learning	Enterprise Programs
New Business*	5%	5%	5%	5%	5%	5%	5%
Renewal and Add Ons	3%	3%	3%	3%	3%	3%	3%
Rebate Program	✓	✓	✓	✓	✓	---	✓

* “New Business” shall mean the total annualized value of an opportunity sold to a new customer to LinkedIn (i.e. including Y2/Y3 for MYD at time of invoice).

Commission amounts may be included in Order Forms, except for New Business in Product Group A and commission on “Full LEP”. LinkedIn shall pay Partner a payment equal to the commission rate of the value of total gross New Business sales of Product Group A and 5% on “Full LEP” booked through Partner during that LinkedIn fiscal year (July-June).

Within sixty (60) business days after the end of the applicable Fiscal Year, LinkedIn will send Partner a statement of the total gross sales, excluding LinkedIn Learning in Product Group C, of such opportunities and the corresponding payment payable to Partner. Following receipt of such statement, Partner shall send LinkedIn an invoice for the total Rebate amount. LinkedIn shall pay the payment within forty-five (45) days of receiving an invoice from Partner and such payment. For the avoidance of doubt, LinkedIn shall only be obliged to pay a payment to Partner in respect of an Order Form for which LinkedIn itself has been paid in full. Where Partner has booked qualifying Order Forms with customers in a currency other than USD, the below FX conversion rates shall apply:

FY26 FX Rates					
Please treat this information as confidential.					
AED	0.27226	GBP	1.34705	CNY	0.13907
AUD	0.64240	HKD	0.12757	SEK	0.10376
BRL	0.17549	JPY	0.00690	SGD	0.77583
CAD	0.72398	INR	0.01172	EUR	1.13020