

Sprout Social, Inc. Terms of Service

Effective Date: January 4, 2024

1. ACCEPTANCE OF OUR TERMS

- 1.1. These Terms of Service (“**Terms**”) constitute a binding contract between you (“**you**”, “**your**” or “**Subscriber**”) and Sprout Social, Inc. (“**us**” or “**we**” or “**Sprout Social**”) governing the use of and access to the Application(s) (defined below), products and services that we offer in connection with a paid or free trial subscription (“**Services**”) to you and any individuals authorized by you to use the Services on your behalf (each, an “**Authorized User**,” and collectively, “**Authorized Users**”). Authorized User(s) may include your Affiliates (defined below), agents, contractors, consultants, or service providers, each as may be applicable. By using or accessing the Services or permitting any Authorized User to use or access the Services, you accept and agree to be bound by these Terms.
- 1.2. If you are entering into these Terms on behalf of a company, organization, or other legal entity (“**Entity**”), you agree to these Terms for that Entity and represent to Sprout Social that you have the authority to bind such Entity and its Affiliates to these Terms. “**Affiliates**” shall mean any entity that controls, is controlled by, or is under common control with, a party, where “control” means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority. In such case, “you” or “Customer” or “Subscriber” shall refer to such Entity and its Affiliates. If you are an Authorized User of a Customer, then these Terms will apply to you to the extent they are applicable to Authorized Users. If Customer is an agency, then an Authorized User may also be an agency Client as defined in Section 10 (Agencies). If you do not have the authority to bind the Entity to these Terms or do not agree to these Terms, do not accept these Terms or use or access the Services.

- 1.3. You represent and warrant that the information you provide in registering for the Services is accurate, complete, and rightfully yours to use.

2. **OUR SERVICES**

- 2.1. Sprout Social and its Affiliates deliver the Subscription Services through our web applications and mobile applications, as applicable (each, an “**Application**,” and collectively, “**Applications**”) available at <https://app.sproutsocial.com>, <https://advocacy.sproutsocial.com>, <https://app.taggermedia.com>, and/or any additional sites through which the Applications are accessible in the future (each, a “**Site**,” and collectively, “**Sites**”). The features and services available to you will be based on your subscription plan (“**Plan**”). Services shall include, as applicable, the proprietary subscription services provided by Sprout Social, which include use of Sprout Social’s web-based Applications, mobile Applications (if applicable), technical support, and applicable documentation, each corresponding to the Plan you purchase (the “**Sprout Social Subscription Services**”) and the proprietary subscription services provided by Tagger Media, Inc., an Affiliate of Sprout Social, which include use of Tagger’s web-based Applications, technical support, and applicable documentation, each corresponding to the Plan you purchase (the “**Tagger Subscription Services**”). If you signed a service order, the details of your Plan will be provided on your service order. If you purchase the Sprout Social Subscription Services within the Application, the details of your Plan will be set forth on the Billing Page (as defined in Section 6.1). The Services specifically exclude any third-party database or Third-Party Services (as defined in Section 5). Subject to these Terms and the limits specified on a service order (if applicable), your Affiliates may access and use the Services. If you require any separate billing arrangements or accounts for your Affiliates, then we will require your Affiliate to purchase its own Plan.

- 2.2. We reserve the right to modify features and functionality of our Services from time to time in our sole discretion. We will determine in our sole discretion whether any new features require additional fees. We may decide to add new features to the Services and make them generally available at no cost to Customers. Access to certain new features or functionality may require acceptance of additional terms presented within the Application. We may or may not provide notice to you of changes to the Services. We will not be liable to you or to any third party for any modifications, price increases, or discontinuations of our Services.
- 2.3. Any additional add-ons to the Services, including but not limited to, as applicable to the Services, listening, analytics, bots, or customer service, or the addition of users, profiles, groups, brand keywords, and other features or functionality that you later add to an existing Plan (the “**Add-Ons**”) during your subscription term shall be subject to these Terms. Any services provided to you, such as implementation, training, or other consulting services related to your use of the Services (the “**Professional Services**”) shall also be subject to these Terms and any applicable service order or statements of work.
- 2.4. **Beta Services.** From time to time, Sprout Social may offer you an opportunity to use and test certain services, features or functionalities in the Services made available to its customers for internal evaluation and testing purposes only, which at Sprout Social’s sole discretion may or may not be made generally available thereafter (“Beta Services”). You may accept or decline to use Beta Services as presented in the Services in your sole discretion. You are not required to use the Beta Services as part of the Services. You agree to be bound by any additional terms and conditions applicable to the Beta Services as provided by Sprout Social. You agree that, as between you and Sprout Social, the Beta Services constitute Sprout Social’s Confidential Information. Sprout Social provides no warranties for any of the Beta Services and has no obligation to correct, update, modify, or repair any Beta

Services. Sprout Social reserves the right to fully or partially discontinue Beta Services at any time and for any reason, temporarily or permanently, with or without notice. Sprout Social shall have no liability to you or any third party for any harm or damage arising out of or in connection with any of the Beta Services.

- 2.5. **Free Trials.** The terms in this Section 2.5 (the “**Free Trial Terms**”) apply if you are granted access to use the Services as a part of a Free Trial (including the Beta Services). “**Free Trial**” means the Services made available to you at no charge to try on a trial or evaluation basis. In the event of any conflict between the Free Trial Terms and the remainder of these Terms, the Free Trial Terms will govern solely with respect to the portion of the Services offered on a Free Trial basis. You may only access the Services offered on a Free Trial basis during the Free Trial Period and only for your internal, non-production, non-commercial evaluation and testing purposes and for no other purpose. Your right to use the Services as a part of a Free Trial will begin on the date you sign up for, or are provisioned access to, the Free Trial and will terminate immediately upon: (A) the end of the trial period specified by Sprout Social; (B) the date on which you purchase the right to use the same Services on a non-Free Trial basis; or (C) the date on which Sprout Social terminates your right to use the Services on a Free Trial basis, which Sprout Social may do at any time in its sole discretion (the “**Free Trial Period**”). You must immediately cease using the Services on a Free Trial basis upon any termination of the Free Trial Period. You acknowledge that any data entered into the Services as a part of a Free Trial may be permanently lost unless you purchase the same Services on a non-Free Trial basis before the end of the Free Trial Period.

3. **REGISTERING USERS ON OUR APPLICATION**

- 3.1. Except as set forth in Section 10 (Agencies), you agree that you will only access our Services for your internal business purposes and subject to these Terms. After any Free Trial of our Applications or

Services, you will be required to register for our Applications and pay a subscription fee for the use of such Services. You must pay such subscription fees on the first day of your subscription term unless otherwise specified on your service order.

- 3.2. If you, as a Customer, add Authorized Users to your account, you must bind each Authorized User to these Terms. You are responsible for all activity conducted under your account (regardless of knowledge or intent) and for all information, data, content, messages and other materials that you or your users post or otherwise transmit via the Applications (collectively, “**Content**”). You acknowledge and agree that a login may only be used by one (1) Authorized User, and that you will not share a single login among multiple people. You are responsible for maintaining the confidentiality of your login and account, and are fully responsible for any and all activities that occur under or in connection with your login or account. Except as provided in Section 10 (Agencies), you agree that you will not trade, transfer, or sell access to your login or account to another party unless otherwise agreed to in writing by Sprout Social.
- 3.3. As an Authorized User, you represent and warrant that you are: (i) 18 years old or older, (ii) not prohibited or restricted from having a Sprout Social account, and (iii) not a competitor of Sprout Social or using the Services for purposes that are competitive with Sprout Social.
- 3.4. You agree to use reasonable efforts to prevent unauthorized use of the Services and notify us immediately if you discover any unauthorized use through your account. Immediately upon discovery of unauthorized use, you will take all necessary steps to terminate the unauthorized use and agree to cooperate with us in preventing or terminating such unauthorized use of the Services. Our Services support login through two-factor authentication. You acknowledge and agree that Sprout Social will not be responsible for any damages, losses, or liability that would have been

prevented by the implementation of such two-factor authentication by you or your Authorized Users.

4. **AVAILABILITY OF SERVICE**

- 4.1. While we will use commercially reasonable efforts to keep our Applications available and accessible, the Applications may be unavailable from time to time for repairs, upgrades, routine and emergency maintenance, or other interruptions that may be out of our reasonable control, including any outages of Third-Party Services (as defined in Section 5) or any related application programming interface (“APIs”) and integrations. Interruptions to your use of our Services shall not serve as a basis to terminate your subscription or demand any full or partial refunds or credits of prepaid and unused subscription fees.

5. **YOUR USE OF THIRD-PARTY INTEGRATIONS AND SERVICES**

- 5.1. Our Applications contain links to, or allow you to connect to and use certain external third-party products, services, or software in conjunction with your use of our Services (“**Third-Party Services**,” and each, a “**Third-Party Service**”), including certain social media networks and other integration partners. To take advantage of these features, you may be required to sign up or log into such Third-Party Services on their respective websites or applications. By enabling the Applications to access such Third-Party Service, you are authorizing a secure authentication token to pass from the Third-Party Service to the Services for this express purpose. You acknowledge that your use of such Third-Party Service is governed solely by the applicable terms and conditions, acceptable use policy, privacy policy or any other similar policy or terms of such Third-Party Service (“**Third-Party Service Terms**”), as further defined in the Usage Policy available at <https://sproutsocial.com/legal/usage-policy> (“**Usage Policy**”), and that Sprout Social does not endorse, is not liable for, and makes no representations as to the Third-Party Service, its availability, its content, or the manner in which such Third-Party Service uses, stores, or processes your

data. We are not liable for any damage or loss arising from or in connection with your enablement of such Third-Party Service and your reliance on the policies, privacy practices, and data security processes of such Third-Party Service. We are not responsible or liable for any changes to, or deletion of, your data by the Third-Party Services. Certain features of our Services may depend on the availability of these Third-Party Services and the features and functionality they make available to us. We do not control the availability, features, or functionality of any Third-Party Service and such Third-Party Service may change its availability, features and functionality without any notice to us. If any Third-Party Service stops providing access to some or all of the features or functionality currently or historically available to us, or stops providing access to such features and functionality on reasonable terms, as determined by Sprout Social in our sole discretion, we may stop providing access to certain features and functionality of our Services. We will not be liable to you for any refunds or any damage or loss arising from, or in connection with, any such change made by the Third-Party Service or any resulting change to our Services. You irrevocably waive any claim against Sprout Social with respect to such Third-Party Services.

- 5.2. In providing you with our Services, you acknowledge and agree that: (i) you act as a data controller and Sprout Social and its Affiliates, as applicable, act as a data processor with respect to any content the Services collect on your behalf from Third-Party Services (“**Third-Party Content**”); (ii) you authorize and instruct Sprout Social and its Affiliates to enable integrations with Third-Party Services, to enter into Third-Party Service Terms for the purpose of enabling such integrations and to process any personal data accessed via such integrations on your behalf; and (iii) you are responsible for complying with any applicable Third-Party Service Terms (including, but not limited to, any applicable developer policies) and any applicable privacy laws in the creation or use of Third-Party Content.

6. PAYMENT TERMS

6.1. You will either pay for your Plan in our Application (if applicable), or upon receipt of an invoice issued by us. **Payment in Application** (applicable to Sprout Social Subscription Services only)

Monthly Plans. For monthly Plans, we will charge you on the first day of your subscription term and automatically on the same date of each subsequent month (“**Monthly Pay Date**”). We will continue to charge you for your Plan, including any Add-Ons, on a monthly basis unless you decide to cancel at any time by accessing the “Billing” page within the Application (“**Billing Page**”). If you cancel in the month preceding your Monthly Pay Date, you will not be issued any refunds or credits of prepaid and unused fees for the remainder of the subscription term and you will continue to have access to the Services until the following Monthly Pay Date. We reserve the right to increase pricing for our monthly Plans at any time as we may determine in our sole and absolute discretion. Any price changes to a monthly Plan will take effect on the next Monthly Pay Date following notice to you.

Annual Plans. For annual Plans, we will charge you on the first day of your subscription term and automatically on the same date of each subsequent year (“**Annual Pay Date**”). We will continue to charge you for your Plan, including any Add-Ons, on an annual basis unless you decide to cancel prior to the Annual Pay Date by accessing the Billing Page. If you cancel during the subscription term, you will not be issued any refunds or credits of any prepaid and unused fees for the remainder of the subscription term and you will continue to have access to the Services until the following Annual Pay Date. Sprout Social reserves the right to increase subscription fees for your annual Plan on your Annual Pay Date; provided, however, that such increase shall not exceed 7% over the fees related to the immediately preceding subscription term unless we provide you notice of different pricing at least sixty (60) days prior to the Annual Pay Date.

Annual Plans with Monthly Payment. For annual Plans that pay on

a monthly basis, we will charge you on the first day of your subscription term and automatically on the same date of each subsequent month of your subscription term. We will continue to charge you for your Plan, including any Add-Ons, on a monthly basis throughout the duration of your subscription term and any subsequent renewal terms, unless you decide to cancel at least thirty days prior to the end of your current subscription term by notifying your account manager or successteam@sproutsocial.com. If you cancel during the subscription term, you will not be issued any refunds for or credits of any prepaid and unused fees for the remainder of the subscription term, and you will be required to pay any and all unpaid fees related to the subscription term. If you fail to make timely payments, any and all unpaid fees that are outstanding under the applicable service order may become immediately due and payable at Sprout Social's discretion. Sprout Social reserves the right to increase subscription fees for your Plan upon the first day of your renewal subscription term; provided, however, that such increase shall not exceed 7% over the fees related to the immediately preceding subscription term unless we provide you notice of different pricing at least sixty (60) days prior to the applicable renewal term.

- 6.2. **Payment By Invoice.** If we invoice you for your Plan, your subscription term will be detailed on the service order and your payment will be due upon receipt of the applicable invoice. Unless otherwise specified on your service order, if we do not receive payment within thirty (30) days of us issuing you the invoice, your account may be suspended and you will lose access to the Services. Unless otherwise specified on your service order, your Plan will automatically renew at the end of the subscription term. If you would like to cancel your Plan, you must provide such notice via email to successteam@sproutsocial.com at least thirty (30) days prior to the end of the subscription term. Sprout Social reserves the right to increase subscription fees upon renewal; provided,

however, that such increase shall not exceed 7% over the fees related to the immediately preceding subscription term unless we provide you notice of different pricing at least sixty (60) days prior to the applicable renewal term.

- 6.3. **Changes To Your Plan.** If you choose to upgrade your Plan or add any Add-Ons to your Plan during your subscription term, you will be charged for the then-current price generally available for Sprout Social customers for the upgrade or Add-Ons prorated based on the number of days remaining in your subscription term (unless otherwise stated on your applicable service order). Unless otherwise specified on your service order, any upgrade or Add-Ons that you add will be coterminous with the existing Plan and automatically renew at the end of the subscription term along with your Plan. If you choose to downgrade your Plan or remove any Add-Ons from your Plan, you will not be issued any refunds or credits for the unused and prepaid fees in connection with the downgrade or removal. Downgrading your Plan may cause the loss of content, features, or capacity of your account and we will not be liable for any such loss.
- 6.4. **Credit Card and PayPal Authorization.** By submitting your credit card or PayPal information to Sprout Social, you authorize Sprout Social to store this information with its third party service providers and to charge the credit card or PayPal account you have provided to us until your account is terminated. In addition, you authorize us to use a third-party payment processor in processing payments. If your credit card expires, or is declined, or your PayPal information requires an update, we will provide you notice via email. If, for any reason, your payment cannot be completed through credit card or PayPal, we may suspend your account until we receive payment. You can choose to set up a backup payment method that will be used if the primary method fails for any reason (such as an expired credit card or insufficient funds). By adding a backup payment method, you agree that, if your primary payment method fails,

Sprout Social can automatically charge your backup payment method to avoid any interruptions or suspensions to your account.

- 6.5. **Disputes and Late Payments.** You must notify us in writing of any amounts you wish to dispute prior to the date such amounts would otherwise be due. Any undisputed amount not paid when due shall be subject to a finance charge of one and one-half percent (1.5%) of the unpaid balance per month (determined and compounded daily from the date due until the date paid) or the highest rate permitted by applicable law, whichever is less. You will also be required to reimburse us for any costs or expenses (including any reasonable attorneys' fees) we incur to collect past due amounts. Any amounts due under these Terms shall not be withheld or offset by you against amounts due to you for any reason.
- 6.6. **Taxes.** You are responsible for the payment of any applicable taxes on amounts due to Sprout Social, including, but not limited to, state and local sales, use, excise and value-added taxes (but excluding any taxes due on Sprout Social's income, property or employees). Applicable taxes will be charged to you if you pay within the Application or presented to you on an invoice, unless you provide a current and valid applicable tax exemption certificate to billingteam@sproutsocial.com before charges are incurred or an invoice is generated. For customers located outside of the United States, all amounts payable by you hereunder shall be grossed up for any withholding taxes imposed by any applicable foreign government on your payment of amounts to Sprout Social.
- 6.7. **Purchases through Reseller.** If you purchase the Services through an authorized reseller or distributor of the Services ("**Reseller**"), you will enter into a separate agreement or order document with the Reseller. Such agreement (the "**Reseller Agreement**") shall address, as between you and Reseller, any relevant terms and conditions, which may include, without limitation: the quantity of products and services purchased, the service term, fees, payment and applicable taxes. Any payment of fees and the conditions thereof shall be determined exclusively by you and the Reseller.

The Reseller Agreement is between you and the Reseller and is not binding on Sprout Social. Any disputes related to the Reseller Agreement shall be handled directly between you and the Reseller. This Agreement specifies the terms and conditions under which the Services will be provisioned by Sprout Social to you, and used by you and your Authorized Users, when purchased through a Reseller. In the event of any conflict between these Terms and a Reseller Agreement, these Terms shall govern as between you and Sprout Social.

7. **CANCELLATION AND TERMINATION**

7.1. **Termination by You.** You may only cancel your Plan in accordance with Section 6 (Payment) or in the event of an uncured material breach by Sprout Social. If we fail to cure a material breach of these Terms within thirty (30) days of our receipt of written notice from you describing the breach, you may terminate your account and receive a prorated refund of any prepaid and unused fees. In all other instances of termination, you will not be entitled to any refunds of any prepaid and unused fees, and any unpaid fees under your Plan for the applicable subscription term will remain due and payable.

7.2. **Termination by Us.** We may restrict functionality of the Services or temporarily suspend your account if we reasonably believe that you have violated these Terms. We will use commercially reasonable efforts to notify you by email prior to such suspension unless we believe that the need to restrict or suspend access is time-sensitive and requires immediate action without notice, or we are prohibited from providing notice under law or legal order. We will not be liable to you or any third parties for any of the foregoing actions. We may terminate your account and use of the Services for any of the following reasons: (i) you fail to comply with these Terms; (ii) you do not pay your fees in accordance with the payment terms under your Plan; (iii) at the expiration of the subscription period of your Plan if we provide prior written notice to you; (iv) you become the subject of a petition in bankruptcy or

any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (v) if we reasonably determine you are acting or have acted in a way that could present substantial reputational harm to Sprout Social, its Affiliates, or its current or prospective partners or customers. In no event will any termination by us for the foregoing reasons entitle you to any refunds of any prepaid and unused fees or relieve you of your obligation to pay any fees payable to us prior to the date of termination, and any unpaid fees under your Plan will remain due and payable. Any suspected fraudulent, abusive, hateful, discriminatory or illegal activity may be grounds for immediate termination of your use of the Services and may be referred to law enforcement authorities.

- 7.3. **Post Termination.** If your account is terminated, you must cease using the Services and Sprout Social reserves the right to delete your account settings and Content within thirty (30) days of such cancellation or termination with no liability or notice to you. Once your account settings and Content are deleted, you will not be able to recover such account settings or Content, except any Content that remains on Third-Party Services pursuant to such Third-Party Service Terms.

8. **YOUR USE OF AND ACCESS TO THE SERVICES**

- 8.1. Subject to your compliance with these Terms, including the additional applicable terms and conditions that apply to your access and use of the Services, which are incorporated into these Terms to the extent they apply to the Services you procure (terms for Sprout Social Subscription Services are located at <https://sproutsocial.com/legal/sprout-product-terms>, and terms for the Tagger Subscription Services are located at <https://sproutsocial.com/legal/tagger-product-terms>) (the “**Product-Specific Terms**”) and per an applicable service order (including any scope limitations set forth therein), Sprout Social and its Affiliates grant you a limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to use the Services solely for your own internal business operations or on behalf of your Clients (defined below). If your Plan or applicable

service order permits usage by your Clients, your Clients may use the Services in accordance with the terms of these Terms. You agree that Sprout Social and its Affiliates (as applicable) can access your account as necessary to provide you with the Services and any related support. You agree that your purchase of the Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Sprout Social or its Affiliates regarding future functionality or features.

- 8.2. You must use the Services in accordance with: (i) the terms herein, (ii) the applicable Product-Specific Terms, and (iii) the Usage Policy.
- 8.3. We have the right to immediately terminate your account or suspend your access to the Services, if we reasonably suspect that you have violated any of the restrictions in this Section 8.
- 8.4. Although we do not monitor content published through our Services and are not responsible for any content published through our Services, we reserve the right to delete, edit, or move messages or materials that we deem necessary to be removed, including, but not limited to, public postings, advertisements, and messages.

9. **CONFIDENTIAL INFORMATION**

- 9.1. For the purpose of these Terms, “**Confidential Information**” means non-public information disclosed by either party to the other party, either directly or indirectly, in writing, orally, or to which the other party may have access, which (i) a reasonable person would consider confidential, or (ii) is marked “confidential” or “proprietary” or some similar designation by the disclosing party.
- 9.2. Confidential Information will not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party other than as a result of a violation of these Terms by the receiving party; (iii) is already in the possession of the receiving party at the time of

disclosure by the disclosing party; (iv) is obtained by the receiving party from a third party without a breach of confidentiality obligations; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

- 9.3. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information for any purpose outside of the scope of these Terms. The receiving party shall take all actions reasonably necessary and appropriate to prevent the unauthorized disclosure of the Confidential Information, and shall at all times exercise at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees, advisors, agents and other representatives who require access in order to perform its obligations under these Terms.
- 9.4. The receiving party shall not be in violation of its confidentiality obligations for disclosing Confidential Information as required by applicable law or regulation or in response to a valid order by a court or other governmental body, as long as the receiving party provides the disclosing party (to the extent legally permissible) with prior written notice of the disclosure to permit the disclosing party to seek confidential treatment of that information and limits such disclosure to what is required by law or legal order.

10. **AGENCIES**

- 10.1. If you are an Agency (defined below), you may use our Services on behalf of Authorized Users that are your clients and charge your clients for such use of our Services (each, a "**Client**"). As an Agency, you will be liable for all use of the Services by your Clients. By adding any Client to your account, you represent and warrant that you have obtained all necessary authorizations and consents from such Clients to bind them to these Terms. If you use the Services on behalf of your Clients, or grant access to the Services to your Clients, you will be responsible for ensuring that such Clients are not able to access confidential or proprietary

information of another Client. “**Agency**” shall mean a business or organization providing advertising, marketing, or social media services on behalf of another business, person, or group.

10.2. If you are an Agency participating in our Agency Partner Program, you are subject to the additional terms that are found at <https://sproutsocial.com/agencies/terms/>.

11. **DATA PRIVACY**

- 11.1. Sprout Social and its Affiliates may provide your data to third parties if required by law or as permitted by you to provide the Services. Before providing your data to any third party service provider, we will take steps designed to ensure that the third-party service provider maintains commercially reasonable data practices for maintaining the confidentiality and security of your data and for preventing unauthorized access to such data. We do not provide your data to third parties for their own marketing purposes.
- 11.2. You hereby represent and warrant that your Content has not been collected, stored, or transferred to Sprout Social and its Affiliates in violation of any law, regulation, or contractual obligation applicable to you. You shall have sole responsibility for the accuracy, quality, and legality of the Content and the means by which you acquired the Content.
- 11.3. If your use of our Services includes processing personal data or personal information subject to applicable EU or US data protection laws, you must enter into a Data Processing Addendum (“**DPA**”) applicable to the Services as specified in the Product-Specific Terms. The DPA that you enter into with Sprout Social forms part of these Terms and applies to the processing of personal data. Please see the Product-Specific Terms for the applicable DPA.

12. **YOUR RIGHTS AND OUR RIGHTS TO IP**

- 12.1. **What You Own.** You own all of the Content you provide to us. You grant us a nonexclusive, revocable, worldwide, limited, fully paid-up and royalty-free right to use, copy, prepare derivative works of, distribute, publish, remove, retain, add, process, or analyze this information for the sole purpose of providing the

Services to you and your Authorized Users. You represent and warrant that you are entitled to and authorized to submit the Content and that such Content you submit is accurate and not in violation of any contractual restrictions or third party rights.

- 12.2. **What We Own.** Sprout Social and its Affiliates own and retain all rights, title, and interest in and to the Services along with all patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how, and any other intellectual property and/or proprietary rights (“**Intellectual Property Rights**”) related to the Services. Your use of the Services under these Terms does not give you additional rights in the Services or ownership of any Intellectual Property Rights associated with the Services. Subject to your compliance with and limitations set forth in these Terms and upon your subscription to the Services, we grant you a non-exclusive, non-transferable, non- sublicensable, revocable right to access and use our Services.
- 12.3. **Ownership of Your Feedback and Suggestions.** You may voluntarily provide Sprout Social with suggestions, enhancement requests, recommendations or other feedback regarding the Services (“**Feedback**”), but you have no obligation to do so. If you choose to provide Feedback regarding the Services, you grant Sprout Social a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to use the Feedback to develop and improve the Services or otherwise use the Feedback. All feedback is provided “AS IS” and Sprout Social will not publicly identify you as the source of Feedback without your permission.
- 12.4. **Data Use.** You acknowledge and authorize Sprout Social’s and its Affiliates’ use of de-identified or aggregated data: (i) to compile usage and performance information related to the Services; (ii) to operate, improve, and support the Services; (iii) to develop and publish benchmarks and similar informational reports; or (iv) for any other lawful purpose. Sprout Social and its Affiliates will not disclose such data externally unless such data is de-identified so

that it does not identify You, Your Authorized Users, or any other person. Sprout Social and its Affiliates will own all Intellectual Property Rights in such de-identified or aggregated data and any data derived therefrom.

13. **WARRANTY**

- 13.1. THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT ANY WARRANTIES, GUARANTEES, CONDITIONS, OR REPRESENTATIONS OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, DESIGN, TITLE, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ON BEHALF OF SPROUT SOCIAL AND ITS AFFILIATES AND ITS AND THEIR LICENSORS. SPROUT SOCIAL AND ITS AFFILIATES RELY ON THIRD PARTY DATA SOURCES FOR INFORMATION AND THEREFORE WE CANNOT AND DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, AVAILABLE, ACCESSIBLE, SECURE, TIMELY, ACCURATE, COMPLETE, FREE FROM VIRUSES, OR ERROR-FREE. SPROUT SOCIAL DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICES DUE TO INAPPROPRIATE EQUIPMENT, INTERRUPTIONS, OR OTHER ISSUES RELATED TO INTERNET AND ELECTRONIC COMMUNICATIONS SERVICE PROVIDERS, OR ANY OTHER DELAY, ERROR, OMISSION, INTERRUPTION, DELETION, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, OR LOSS OF DATA ON THE SERVICES, ALL OF WHICH ARE NOT WITHIN SPROUT SOCIAL’S REASONABLE CONTROL. WE DO NOT PROVIDE ANY WARRANTIES, INDEMNITIES OR REMEDIES FOR ANY FREE TRIALS OR BETA SERVICES OR ANY FEATURE OF THE SERVICES IN BETA OR IN A FREE TRIAL VERSION. BETA SERVICES AND FREE TRIALS ARE OPTIONAL AND ARE USED AT YOUR OWN RISK.

14. INDEMNIFICATION

14.1. **Indemnification by Sprout Social.** We agree to defend, indemnify, and hold you harmless from any and all claims, losses, demands, liabilities, damages, settlements, expenses, and costs (including reasonable attorney's fees and costs) brought by a third party against you alleging your use of the Services as permitted herein infringes or misappropriates any Intellectual Property Right of such third party. We will not have any obligation under this Section 14.1 for any infringement or misappropriation that arises from or is based upon: (i) any use of the Services in combination with other products or services, if such infringement or misappropriation would not have arisen but for such combination, (ii) your use of the Services for purposes not intended, permitted, or outside of the scope of the rights granted to you under these Terms, (iii) any modification of the Services not made or authorized in writing by Sprout Social or (iv) your Content, Third-Party Content or the Third-Party Services (the "**Excluded Claims**"). If you are enjoined or otherwise prohibited from using the Services or a portion thereof based on an allegation that the Services violate any third party Intellectual Property Right, or if we reasonably determine that such prohibition is likely, then we will, at our sole expense and option: (a) obtain for you the right to use the allegedly infringing portions of the Services; (b) modify the allegedly infringing portions of the Services so as to render them non-infringing without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the Services with non-infringing items of substantially similar functionality. If we determine that the foregoing remedies are not commercially reasonable, then we may terminate the impacted subscription, or portion thereof, and will promptly provide a prorated refund or credit to you for any prepaid and unused fees. This Section 14.1 states Sprout Social's (including its Affiliates) sole and exclusive liability, and your sole and exclusive remedy, for the actual or alleged infringement or

misappropriation of any third party Intellectual Property Rights by the Services.

14.2. **Indemnification by You.** Your failure to comply with any of your obligations set forth in these Terms shall be considered a breach of these Terms. You agree to defend, indemnify, and hold harmless Sprout Social and its Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns from any and all third party claims, losses, demands, liabilities, damages, settlements, expenses, and costs (including reasonable attorney's fees and costs), arising from, in connection with, or based on: (i) your or your users' breach of these Terms; (ii) your or your users' use of Third-Party Services; or (iii) any action arising from the Excluded Claims.

14.3. **Indemnification Procedure.** Each party's respective indemnification obligations shall be contingent on: (i) the indemnified party ("**Indemnitee**") providing the indemnifying party ("**Indemnitor**") prompt written notice of the claim (provided that Indemnitee's failure to provide such prompt notice will not release Indemnitor from its indemnification obligations except to the extent Indemnitor is materially prejudiced thereby), (ii) Indemnitee granting Indemnitor full and complete control over the defense and settlement of the claim, and (iii) Indemnitee providing reasonable assistance in connection with the defense and settlement of the claim as Indemnitor shall reasonably request.

15. **LIMITATION OF LIABILITY**

15.1. **Exclusion of Consequential and Related Damages.** NEITHER PARTY NOR ITS AFFILIATES WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUE, BUSINESS, OR DATA;

BUSINESS INTERRUPTION; OR LOSS OF GOODWILL OR REPUTATION, REGARDLESS OF WHETHER THE PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING OR ANY LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

- 15.2. **Monetary Cap on Liability.** UNDER NO CIRCUMSTANCES WILL THE MAXIMUM AGGREGATE LIABILITY OF SPROUT SOCIAL (INCLUDING ITS AFFILIATES) TO YOU (INCLUDING YOUR AFFILIATES) ARISING OUT OF OR RELATED TO THESE TERMS (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNT PAID BY YOU TO SPROUT SOCIAL UNDER THE APPLICABLE PLAN DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIABILITY LIMITATIONS WILL NOT IN ANY WAY LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 ABOVE.
- 15.3. **Free Trials and Beta Services.** IN NO EVENT WILL SPROUT SOCIAL OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES UNDER THE AGREEMENT FOR SERVICES PROVIDED ON A FREE TRIAL BASIS OR FOR BETA SERVICES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES, LOST REVENUE, LOST PROFITS, OR LOST DATA, EVEN IF SPROUT SOCIAL OR ITS AFFILIATES ARE APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING OR ANY SUCH DAMAGES WERE OTHERWISE FORESEEABLE.
- 15.4. **Independent Allocations of Risk.** EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY SPROUT SOCIAL TO YOU AND IS AN ESSENTIAL

ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

- 15.5. **State Prohibition of Limitation of Liability and Disclaimer of Implied Warranties.** Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. IN THESE STATES, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

16. **MISCELLANEOUS**

- 16.1. **Use of Logo.** As a Customer, you grant us the right to use your company name and logo on our website and in any promotional materials, press releases, investor materials, and other stockholder communications. If you do not wish to have your name or logo be used in this way, or wish to remove your name or logo from such list, please email logo@sproutsocial.com.
- 16.2. **Updates To Terms.** From time to time, we may revise and update these Terms (including modifications to the Product-Specific Terms and DPA) in our sole discretion. Any changes we make to these Terms are effective immediately when we post them. We will provide notice to the account owner designated on the account of any material changes to these Terms. Continued use of our Services after we provide you notice of the updated Terms shall constitute your acceptance of the updated Terms.
- 16.3. **Export Compliance and Anti-Corruption.** The Services may be subject to export laws and regulations of the United States and other jurisdictions. You represent that you are not named on any U.S. government denied-party list. You will not permit your Authorized Users or any other third party to access or use the Services subject to a U.S. government embargo or in violation of

any U.S. or other applicable export law or regulation. You further represent that you have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value in connection with your purchase or use of our Services (excluding any reasonable gifts and entertainment provided in the ordinary course of business).

- 16.4. **Federal Government End Use Provisions.** If you are a U.S. federal government end user, the Services are “Commercial Items” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are provided to you with only those rights as provided under these Terms.
- 16.5. **Assignability.** Neither party may assign its right, duties, and obligations under these Terms without the other party’s prior written consent, which consent will not be unreasonably withheld or delayed; provided that Sprout Social may assign these Terms, and the rights granted to Sprout Social under these Terms, without your consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees to assume and fulfill all of Sprout Social’s obligations under these Terms.
- 16.6. **Notices.** Except as otherwise specified in these terms, any notices under these Terms must be sent to Sprout Social by email to legal@sproutsocial.com, with a duplicate copy sent via registered mail (return receipt requested) to: Sprout Social, Inc., Attention: Legal Department; 131 S. Dearborn Suite 700, Chicago, Illinois 60603. Any notices under these Terms that are sent to you shall be sent via email to the current named account owner of your Sprout Social account. You are responsible for maintaining the accuracy of the email address and other contact information of

your named account owner on the “Personal Settings” page within the Application.

- 16.7. **Force Majeure.** Neither party will be liable for or be considered to be in breach or default of these Terms on account of any delay or failure to perform as required by these Terms (except for your obligations to make payments to Sprout Social hereunder) as a result of any cause or condition beyond its reasonable control, so long as that party uses commercially reasonable efforts to avoid or remove the causes of non-performance.
- 16.8. **Governing Law.** These Terms will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Illinois, U.S.A., without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.
- 16.9. **Venue.** In circumstances where the Agreement to Arbitrate Disputes (Section 16.10) permits the parties to litigate in court, these Terms shall be governed by and construed in accordance with the laws of the State of Illinois, excluding its conflict of law rules. Under such limited circumstances, each party hereby expressly and irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Cook County, Illinois in connection with such an action.
- 16.10. **Agreement to Arbitrate Disputes.** You and Sprout Social agree to resolve any claims relating to these Terms through final and binding arbitration, except to the extent either party has breached or threatened to breach its confidentiality obligations or either party has in any manner violated or threatened to violate the other party’s Intellectual Property Rights. Under such limited circumstances, Sprout Social may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement without first engaging in arbitration or the informal dispute-resolution process described herein. In all other cases, both parties hereby agree to submit to arbitration administered by the American Arbitration Association

under its Commercial Arbitration Rule with one (1) arbitrator to be selected by mutual agreement of the parties. If we cannot mutually agree on the arbitrator selection, then the American Arbitration Association shall choose an arbitrator for the parties from the National Panel of Arbitrators. You agree that an arbitrator cannot award punitive damages to either party and to abide by and perform any award rendered by the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, which shall include, but not be limited to, the courts within Cook County, Illinois.

- 16.11. **Waiver and Severability.** The waiver by Sprout Social of any term or condition set out in these Terms shall not be deemed a further or continuing waiver of any other provision of these Terms, and any failure of Sprout Social to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, unenforceable, or illegal for any reason, such provision shall be limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.
- 16.12. **Future Functionality.** You agree that your purchase and subscription hereunder is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Sprout Social or its Affiliates regarding future functionality or features.
- 16.13. **Entire Agreement.** These Terms incorporate the applicable Product-Specific Terms, DPA and service order, and are the final and complete expression of the agreement between these parties regarding your use of the Services. If there is any conflict between the terms of an applicable service order and these Terms, these Terms will control unless the service order states that a specific provision of these Terms is superseded by a specific provision of the service order. These Terms supersede and govern all previous representations and oral and written communications regarding

these matters. Sprout Social will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to these Terms (whether or not it would materially alter these Terms) that is proffered by you in any receipt, invoice, acceptance, purchase order, procurement portal, confirmation, correspondence, or otherwise, regardless of Sprout Social's failure to object to such terms, provisions or conditions.

- 16.14. **Relationship; Independent Contractor.** Nothing herein shall be so construed as to constitute the parties as principal and agent, employer and employee, partners or joint venturers, nor shall any similar relationship be deemed to exist between the parties. Neither party shall have any power to obligate or bind the other party, except as specifically provided herein.
- 16.15. **Survival.** Section 5 (Use of Third-Party Services), your payment obligations under Section 6 (Payment Terms), Section 7 (Cancellation and Termination), Section 8 (Your Use and Access to the Services), Section 9 (Confidential Information), Section 12 (Your Rights and Our Rights to IP), Section 13 (Warranty), Section 14 (Indemnification), Section 15 (Limitation of Liability), and Section 16 (Miscellaneous) will survive any termination of these Terms.
- 16.16. **DMCA.** The Digital Millennium Copyright Act of 1998 (the "**DMCA**") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that content or material on the Services, the Applications, the Sites, or on Sprout Social's website (<https://www.sproutsocial.com>) or any of its web properties hosted on the sproutsocial.com domain infringes a copyright owned by you, you (or your agent) may send Sprout Social's DMCA agent a notice requesting that the material be removed, or access to it blocked. This request should be sent to: legal@sproutsocial.com; or, alternatively to: Sprout Social, Inc., Attn: DMCA Registered Agent, 131 S. Dearborn St., Ste. 700, Chicago, IL 60603; (866) 878-3231. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on

behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the website should be sent to the address above.