

**STATE OF OKLAHOMA AMENDMENT NO. 2 TO STATEWIDE CONTRACT WITH  
SHI INTERNATIONAL CORP.**

This Second Amendment to Oklahoma Statewide Contract No. 1054 (“Amendment”) is effective on the date of the last signature below (the “Amendment Effective Date”) and is entered into between the State of Oklahoma by and through the (“State”) and **SHI International Corp** (“Supplier”). This Amendment supplements and amends the State of Oklahoma Statewide Contract No. 1054 with **SHI International Corp**, entered into by the parties and effective April 2, 2025, including all supplements and amendments thereto. Unless otherwise indicated herein, capitalized terms used in this Amendment without definition shall have the respective meanings specified in the Contract.

For good and valuable consideration, the parties agree to amend the Contract as follows:


1. Supplier and State desire to amend the Contract (as defined in the Contract) to amend Attachment E5 – Third Party Terms. Attachment E5, in the Contract is hereby deleted in its entirety and replaced with the following revised Attachment E5 – Third Party Terms included in this Amendment:
  - a. Attachment E5 - Third party Terms
    - i. Government Entity Addendum to the Sprout Social, Inc. Agreement
    - ii. Sprout Social, Inc. Service Subscription Agreement;
2. In the event of a conflict between the terms and conditions hereof and the terms and conditions of the Contract, the specific terms set forth in this Amendment shall govern the subject matter herein.
3. The parties acknowledge and agree that this Amendment does not contemplate the exchange, handling, or processing of any protected data sets, subject to heightened legal or regulatory protection. In the event that the provision of such protected data becomes necessary for the performance of this Contract, the parties agree to negotiate in good faith and execute appropriate written amendments or addenda to address the handling, protection, and compliance requirements applicable to such data prior to any exchange thereof.

4. Except as expressly modified in this Amendment, all terms and/or provisions of the Contract not addressed herein remain as executed by the parties in the Contract and remain in full force and effect.
5. This Amendment may be executed by electronic signature in counterparts (e-mail, facsimile or otherwise). The counterparts each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Amendment and to bind their respective party thereto:

**STATE OF OKLAHOMA**  
**by and through the**  
**OFFICE OF MANAGEMENT AND**  
**ENTERPRISE SERVICES:**

**SHI International Corp**

By:   
Dan Cronin (May 5, 2025 08:16 CDT)

By: *Kristina Mann*

Name: Dan Cronin

Name: Kristina Mann

Title: State Chief Information Officer

Title: Director - Contracts

Date: May 5, 2025

Date: May 1, 2025

**Government Entity Addendum to the Sprout Social, Inc. Agreement**  
**(Applicable to U.S. Federal, State and Local Government Entities)**

This Addendum is between Sprout Social, Inc. ("**Sprout Social**") and the United States federal government entity, state or local government entity, state university, or otherwise publicly funded entity (the "**Government Entity**" or "**Subscriber**") that uses or has access to the Services per the terms and conditions governing Government Entity's use of the Services ("Agreement") and a Service Order, if applicable. In addition to the Agreement, by using or accessing the Services Subscriber also agrees to this Addendum.

This Addendum modifies the Agreement between Sprout Social and the Government Entity (collectively, the "**Parties**") as set forth herein. The Parties agree that such modifications to the Agreement are appropriate to accommodate the Government Entity's legal status, its public (in contrast to private) mission, other special circumstances and, as may be applicable, the requirements under U.S. federal or state procurement law. Except as expressly provided herein, this Addendum does not otherwise modify or supersede the provisions of the Agreement. Capitalized terms that are not expressly defined in this Addendum have the meanings given to them in the Agreement.

1. **Government Entity.** The Agreement and this Addendum shall not apply to, or bind in their individual capacity, (i) the individual(s) who utilize the Services on the Government Entity's behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, the Government Entity. Sprout Social will look solely to the Government Entity to enforce any violation or breach of the Agreement by such individuals, subject to applicable law. Free trials, if any, offered to the Government Entity are not for the benefit of any individual government employee or personnel, and the Government Entity's use of a free trial shall not create a conflict of interest or adversely impact Sprout Social's ability to sell Sprout Social's Services to Government Entity.
2. **Public purpose.** Any requirement(s) set forth in the Agreement that use of the Services be limited to private, personal and/or non-commercial purposes is hereby waived.
3. **Intentionally Omitted.**
4. **Subscriber Content.** For the purposes of this Addendum, "Content" or "Subscriber Data" shall refer to information, data, content, messages and other materials that the Government Entity or its users post or otherwise transmit via the Services.

**4.1 Service of the Public.** Sprout Social agrees that the Government Entity may distribute or otherwise publish, via the Services, Content which may contain or constitute promotions, advertisements or solicitations for goods or services, so long as the Content relates to the Government Entity's mission and complies with applicable law and any requirements set forth in the Agreement relating to the Content.

**4.2 Upload and Deletion.** The Parties understand and agree that the Government Entity is not obligated to provide any Content, and the Government Entity reserves the right to remove any and all of its Content at its sole discretion, subject to the data deletion and retention practices described in the Agreement.

**4.3 No Endorsement by U.S. Federal, State, and Local Government Entities.** Sprout Social agrees that seals, insignia, trademarks, logos, flags, program identifiers, service marks, trade names, and use of the Services, shall not be used by Sprout Social in such a manner as to state

or imply that the Services are endorsed, sponsored, or recommended by any U.S. federal, state, or local government entity. Except for pages, screens and other Content whose design and substance is under the control of the U.S. federal government, state, or local government entity, or for links to or promotion of such pages, screens or Content, Sprout Social agrees not to display any U.S. federal, state, or local government seal, insignia, logo, flag, program identifier, service mark or trade name on the Sprout Social website, unless permission to do so has been granted by the U.S. federal, state, or local government entity or by other relevant federal or state government authority. Sprout Social may use the U.S. federal, state, or local government entity's name in a publicly available customer list, including in earnings calls and associated reports, so long as the name is not displayed or used in a more prominent fashion than that of other customer names.

**4.4 Name and Logo Use of State Universities.** If agreed in the applicable Service Order, Sprout Social may use the State University's name and logo in its marketing materials and in a publicly available customer list, including in earnings calls and associated reports, subject to the State University's logo use guidelines provided to Sprout Social in writing.

- 5. Indemnification and Liability.** All provisions of the Agreement whereby the Government Entity indemnifies Sprout Social are deleted and replaced with the following:

"To the extent prohibited by applicable law, the indemnity obligations do not apply to the Government Entity and are deleted from the Agreement. In the event of any third-party claim brought against Sprout Social or its Affiliates, or each of its and their respective officers, directors, employees, agents, successors, or assigns that arises from (a) the Government Entity's breach of the Agreement; or (b) the Government Entity's use of the Services in a manner that infringes or misappropriates the intellectual property rights of a third party, Sprout Social shall have the right to take any Corrective Measures without liability. For the purposes of this Addendum, **"Corrective Measures"** includes: (i) suspension of the Government Entity's access to the Services; (ii) removal of the allegedly infringing items from Sprout Social's Services; (iii) any other action Sprout Social deems, in its reasonable discretion, likely to limit its liability with respect to third-party claims. Sprout Social's right to take Corrective Measures is in addition to, and does not limit, any other remedies available to Sprout Social under the Agreement. Notwithstanding anything to the contrary in the Agreement, (a) the Government Entity shall retain the right, in its sole discretion and at its sole cost, to appoint its own counsel in connection with any Claim arising from the Agreement, and (b) a United States federal government entity's liability for any claim arising from the Agreement or this Amendment shall be determined under the U.S. Federal Tort Claims Act, or other U.S. governing authority. Any language in the Agreement requiring the Government Entity to pay Sprout Social's attorneys' fees is hereby waived."


- 6. Governing Law, Jurisdiction, and Venue.** Provisions in the Agreement related to governing law, jurisdiction, and venue are deleted and replaced with the following:


"Any claim, dispute, or litigation relating to the Agreement documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.7(F), where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract documents, shall be in Oklahoma County, Oklahoma. The State expressly declines any terms that minimize its rights under Oklahoma law, including but not limited to, Statutes of Limitations."

- 7. Automatic Renewal of Subscription.** Provisions in the Agreement related to an automatic renewal of the Services purchased by the Government Entity after the subscription term end date in the then-current Service Order are hereby deleted and shall not apply.

- 8. Access and Use.** Sprout Social acknowledges that the Government Entity's use of the Services may energize significant citizen engagement. Notwithstanding anything to the contrary in the Agreement, Sprout Social may unilaterally terminate the Services and/or terminate the Government Entity's account only for (i) breach of the Government Entity's obligations under the Agreement, (ii) its material failure to comply with the instructions and guidelines posted on the websites of the Services (provided that Sprout Social will provide the Government Entity with a reasonable opportunity to cure any breach or failure on the Government Entity's part), (iii) the Government Entity's use of the Services in a manner that infringes or misappropriates the intellectual property rights of a third party, or (iv) if Sprout Social reasonably determines the Government Entity is acting, or has acted, in a way that could present substantial reputational harm to Sprout Social or its current or prospective partners or customers, or if Sprout Social ceases to operate any Services generally.
- 9. FOIA/Public Disclosure Laws.** Notwithstanding any confidentiality obligations in the Agreement, Sprout Social acknowledges that the Government Entity may be compelled to disclose Confidential Information pursuant to the Federal Freedom of Information Act (FOIA) or other applicable public disclosure laws. Sprout Social acknowledges that Confidential Information, including terms and conditions of the Agreement, Service Orders, Statements of Work, and other attachments, may be disclosed to third parties upon request solely to the extent compelled by FOIA or other applicable public disclosure laws.
- 10. Precedence, Further Amendment, and Termination.** If there is any conflict between this Addendum and the Agreement, this Addendum shall prevail. This Addendum may only be modified upon a written amendment executed by both Parties.

The Parties' authorized signatories have duly executed this Addendum as of the last date of signature below (the "**Effective Date**").

**GOVERNMENT ENTITY:** OMES Sign Admin Console  
By:   
Name: Dan Cronin  
Title: State Chief Information Officer  
Date: May 5, 2025

**SPROUT SOCIAL, INC.**  
By:   
Name: Prince Kwateng  
Title: Sales Director  
Date: May 2, 2025

**SPROUT SOCIAL, INC.**  
**SERVICE SUBSCRIPTION AGREEMENT**

This Service Subscription Agreement ("**Agreement**") is made and entered into as of the later of the two signature dates below ("**Effective Date**"), between Sprout Social, Inc. ("**Sprout Social**") and the undersigned entity ("**Subscriber**"). This Agreement sets forth the terms pursuant to which Subscriber and its Affiliates will be permitted to use and access certain of Sprout Social's Services, as may be applicable. The parties agree as follows:

**1. DEFINITIONS**

- 1.1 "**Account**" means a unique account created for Subscriber to access the Subscription Services.
- 1.2 "**Affiliate**" means an 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.
- 1.3 "**Authorized User(s)**" means an individual who is authorized by Subscriber to use the Services under its Account, and who was provided a user identification and password by Sprout Social as directed by Subscriber. Authorized User(s) may include Subscriber's Affiliates, agents, contractors, consultants, service providers, each as may be applicable.
- 1.4 "**Beta Services**" means certain services, features, or functionalities in the Subscription Services made available to Subscribers for internal evaluation and testing purposes only, which at Sprout Social's sole discretion, may or may not be made generally available thereafter.
- 1.5 "**Claim**" means any legal action, claim, demand, proceeding or suit.
- 1.6 "**Client**" means a customer of Subscriber for whom Subscriber is purchasing and/or using the Services (if applicable).
- 1.7 "**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: (a) a reasonable person would consider confidential or (b) is marked "confidential" or "proprietary" or some similar designation by the disclosing party.
- 1.8 "**Documentation**" means the online materials pertaining to the use of the Services available to Subscriber as specified in the Product-Specific Terms, which may be updated from time-to-time.
- 1.9 "**DPA**" means the Data Processing Addendum located at: <https://media.sproutsocial.com/uploads/Downloadable-Customer-DPA.pdf>.
- 1.10 "**Employee Advocacy Subscription Services**" means the proprietary employee advocacy subscription services provided by Sprout Social, which include use of Sprout Social's web-based applications, mobile applications (if applicable), technical support, and Documentation, each corresponding to the plan, features, and support package purchased by Subscriber per an applicable Service Order.
- 1.11 "**Feedback**" means any suggestions, enhancement requests, recommendations or other feedback Subscriber provides to Sprout Social regarding the Services.
- 1.12 "**Group**" means a unit of usage rights for the Subscription Services, if applicable. If applicable, Groups may be set for individual Clients, specific campaigns, etc.
- 1.13 "**Influencer Marketing Subscription Services**" means the proprietary influencer marketing subscription services provided by Sprout Social, which include use of web-based applications, technical support, and Documentation, each corresponding to the plan, features, and support package purchased by Subscriber per an applicable Service Order.
- 1.14 "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world, in each case, for their full term and together with any renewals or extensions.
- 1.15 "**Malicious Code**" means software viruses, worms, Trojan horses or other code, files, scripts, or agents intended to harm.
- 1.16 "**Product-Specific Terms**" means the additional terms and conditions required for Subscriber to access and use the respective Subscription Services. The Product-Specific Terms for the Sprout Social Subscription Services are attached as Exhibit 1. The Product-Specific Terms for the Influencer Marketing Subscription Services are attached as Exhibit 2. The Product-Specific Terms are incorporated into this Agreement to the extent they apply to the Services procured by Subscriber per an applicable Service Order.
- 1.17 "**Professional Services**" means the services, as set forth in an applicable Service Order and/or statement of work, such as implementation, training, or other consulting services related to Subscriber's use of the Subscription Services.
- 1.18 "**Scope Limitations**" means the limitations on Subscriber's use of the Subscription Services as specified in one or more applicable Service Orders and the applicable Documentation. Scope Limitations may include, but are not limited to, limits on the volume of data processed by or downloaded from the Subscription Services, and/or a maximum number of users, social media profiles, Groups, and/or brand keywords as set forth in a Service Order and/or Documentation, as applicable.

1.19 **“Services”** means, collectively, the Subscription Services and Professional Services provided to Subscriber, as set forth in an applicable Service Order.

1.20 **“Service Order”** means a document with the details of one or more specific Services to be provided to Subscriber, which is agreed upon and signed by both parties.

1.21 **“Sites”** means <https://app.sproutsocial.com>, <https://advocacy.sproutsocial.com>, <https://influencer.sproutsocial.com> and/or any additional sites through which the Subscription Services are accessible in the future, as applicable.

1.22 **“Sprout Social Subscription Services”** means the proprietary social media management, analytics, and listening subscription services provided by Sprout Social, which include use of Sprout Social’s web-based applications, mobile applications (if applicable), technical support, and Documentation, each corresponding to the plan, features, and support package purchased by Subscriber per an applicable Service Order.

1.23 **“Subscriber Data”** means the data inputted to the Services by or on behalf of the Subscriber for the purpose of using the Services or facilitating Subscriber’s use of the Services.

1.24 **“Subscription Services”** means the Sprout Social Subscription Services, Employee Advocacy Subscription Services, and/or the Influencer Marketing Subscription Services purchased by Subscriber per an applicable Service Order. Subscription Services do not include Professional Services or any Third-party Services.

1.25 **“Subscription Term”** means the subscription term set forth in the applicable Service Order for the Services.

1.26 **“Taxes”** means taxes, duties, and other governmental charges including, but not limited to, federal, government, state and local sales, use, excise and value-added taxes (but excluding any taxes due on Sprout Social’s income, property or employees).

1.27 **“Third-party Content”** means content that the Services collect on Subscriber’s behalf from Third-party Services.

1.28 **“Third-party Service”** means any third-party product, service, or software provided under separate terms and conditions used in conjunction with the Services, including but not limited to certain social media networks and other integration partners.

1.29 **“Third-party Service Terms”** means the terms and conditions, acceptable use policies, privacy policies, or any other similar policies or terms of any Third-party Service as further defined in the Usage Policy.

1.30 **“Usage Policy”** means Sprout Social’s Usage Policy applicable to the Services located at <https://sproutsocial.com/legal/usage-policy>.

## 2. SERVICE ORDERS

2.1 **Service Orders.** Each Service Order incorporates the terms of this Agreement. If there is a conflict between the terms of this Agreement and the terms of a Service Order, the terms of this Agreement will control unless the Service Order states that a specific provision of this Agreement is superseded by a specific provision of the Service Order. Sprout Social will provide, and Subscriber will pay for, all Services set out in each Service Order, subject to the terms of the Service Order and this Agreement.

## 3. USE OF AND ACCESS TO THE SERVICES

### 3.1 **Use of the Services.**

(a) **Right to Use Services.** Subject to Subscriber’s compliance with this Agreement, which includes the applicable Product-Specific Terms and the terms of an applicable Service Order (including any Scope of Limitations set forth therein), Sprout Social grants to Subscriber a limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term of each applicable Service Order to use the Services solely for its own internal business operations or on behalf of Subscriber’s Clients, if applicable. If the Service Order permits usage by Clients, such Clients may use the Services in accordance with the terms of this Agreement. Subscriber agrees that Sprout Social and its Affiliates (as applicable) can access Subscriber’s Account as necessary to provide Subscriber with the Services and any related support.

(b) **Protection Against Unauthorized Use.** Subscriber will use reasonable efforts to prevent any unauthorized use of the Services and immediately notify Sprout Social in writing of any unauthorized use that comes to Subscriber’s attention. If there is unauthorized use by anyone who obtained access to the Services directly or indirectly through Subscriber, Subscriber will take all steps reasonably necessary to terminate the unauthorized use. Subscriber will cooperate and assist with any actions taken by Sprout Social to prevent or terminate unauthorized use of the Services. The Services support log-ins through two-factor authentication. Subscriber acknowledges 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 Subscriber or Subscriber’s users.

### 3.2 **Access and Authorized Users.**

(a) **Authorized Users.** Subscriber is responsible for managing access to its Account, all activity conducted under its Account (regardless of knowledge or intent), and for all Subscriber Data that its Authorized Users post or otherwise transmit via the Subscription Services. Subscriber will ensure that each Authorized User is issued its own unique user identification and

password and that credentials are not shared by more than one Authorized User. Subscriber: (i) agrees that its Authorized Users are using the Subscription Services on behalf of Subscriber, (ii) is responsible for its Authorized Users' compliance with this Agreement, and (iii) remains responsible for any action taken using its Account.

(b) Affiliates. Subject to this Agreement, Subscriber's Affiliates may access and use the Subscription Services per the Scope Limitations specified in Subscriber's Service Order. However, if Subscriber requires any separate billing or Accounts for any of its Affiliates, the Affiliate will need to purchase its own subscription to the Services by signing a separate Service Order between the Affiliate and Sprout Social for its own billing, access to, and use of the Services.

(c) Clients; Groups. If Subscriber uses the Services on behalf of its Clients or if it grants access to the Services to its Clients, Subscriber will be responsible for ensuring that such Clients are not able to access confidential or proprietary information of another Client. If applicable, Subscriber may only assign one Client to a Group and may not grant access to one Client's Group to another Client or third party without the assigned Client's consent.

3.3 Use Restrictions. Subscriber must use the Services in accordance with the terms herein, the applicable Service Order, the applicable Product-Specific Terms, and the Usage Policy.

3.4 Compliance with Laws. Subscriber will use the Services, and Sprout Social shall provide the Services, in compliance with all applicable laws and regulations.

3.5 Right to Suspend Services. Sprout Social may suspend Subscriber's (or any Client's or Affiliate's) use of the Services if Sprout Social reasonably and in good faith believes such suspension is necessary to prevent unauthorized use of the Services (including but not limited to a violation of any of the restrictions in this Section 3) or to prevent an ongoing violation of any applicable laws or regulations. Sprout Social will use commercially reasonable efforts to notify Subscriber prior to such suspension and will only suspend the Services to the extent necessary to prevent such unauthorized use or violation. In addition, if Subscriber fails to timely pay any fees in accordance with the terms of this Agreement and/or any Service Order, Sprout Social may, without limitation to any of its other rights or remedies, suspend Subscriber's use of the Services until it receives all amounts due.

3.6 Intellectual Property Rights; Ownership. Subject to the limited rights expressly granted in this Agreement, Sprout Social and its Affiliates and its and their licensors retain and reserve all rights, title, and interest (including, but not limited to, Intellectual Property Rights) in and to the Services. As between the parties, the Subscriber shall own all rights, title and interest in and to all Subscriber Data. Subscriber shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of all such Subscriber Data and the means by which it acquired the Subscriber Data.

3.7 Data Use. Subscriber acknowledges and authorizes Sprout Social's and its Affiliates' use of de-identified or de-identified and aggregated data: (a) to compile usage and performance information related to the Services; (b) to operate, improve, develop, and support the Services; (c) to develop and publish benchmarks and similar informational reports (such data shall only be disclosed externally in de-identified and aggregated form); or (d) for any other lawful purpose. Sprout Social will ensure that such data is de-identified in such a manner that does not allow for the identification of Subscriber, Subscriber's users, or Subscriber's Confidential Information. Sprout Social and its Affiliates will own all Intellectual Property Rights in such de-identified or de-identified and aggregated data and any data derived therefrom.

3.8 Beta Services. From time to time, Sprout Social may offer Subscriber the opportunity to use and test Beta Services. Subscriber, at its sole discretion, may accept or decline to use Beta Services as presented in the Services. Beta Services are solely for internal, non-commercial evaluation and testing purposes and are not required to use the Services. Subscriber acknowledges and agrees that Subscriber is bound by any additional terms applicable to the Beta Services as provided by Sprout Social. Subscriber agrees that, as between Subscriber 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 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 Subscriber or any third party for any harm or damage arising out of or in connection with any of the Beta Services.

#### 4. THIRD-PARTY SERVICES

4.1 Connecting to Third-party Services. The Services may contain links to, or otherwise may allow Subscriber to connect to and use, certain Third-party Services. To use such Third-party Services, Subscriber will be required to register for or log into such Third-party Service on their respective websites. By accessing or enabling a Third-party Service within the Services, Subscriber is authorizing a secure authentication token to pass from the Third-party Service to the Services for this express purpose.

4.2 Use of Third-party Services. Subscriber acknowledges that its use of such Third-party Services is governed solely by the applicable Third-party Service Terms and Subscriber agrees that it shall use such Third-party Services in compliance with the Third-party Service Terms. Sprout Social does not control, endorse, is not liable for, and makes no representations as to such Third-party Service, its availability or content or the manner in which such Third-party Service handles Subscriber Data. Sprout Social is not liable for any damage or loss arising from, or in connection with, Subscriber's access or use of any such



Third-party Service, or Subscriber's reliance on the practices or policies of such Third-party Service. Subscriber acknowledges that Sprout Social does not control the availability, features, or functionality of any Third-party Service and that such Third-party Service may change its availability, features, or functionality without any notice to Sprout Social or Subscriber. Sprout Social shall not be liable to Subscriber for any refunds or any damage or loss arising from, or in connection with, any unavailability or changes made by a Third-party Service or any resulting changes to the Services.

4.3 Third-party Content. In providing Subscriber with the Services, Subscriber acknowledges and agrees that: (a) with respect to any Third-party Content, Subscriber acts as a data controller and Sprout Social and its Affiliates, as applicable, act as a data processor; (b) if Subscriber connects its Subscription Services Account to any of its accounts with a Third-party Service, Subscriber authorizes Sprout Social to process any data from the connected accounts of such Third-party Services on Subscriber's behalf; and (c) Subscriber shall comply 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.

## 5. FEES AND PAYMENT

The parties agree that Subscriber is purchasing the Services via a reseller, and Subscriber's payment for the Services shall be subject to the payment terms in a separate agreement between Subscriber and the reseller. Subscriber acknowledges that its right to access and use the Services hereunder is subject to Sprout Social's receipt of full payment of the applicable Services fees from the reseller.

## 6. TERM AND TERMINATION

6.1 Agreement Term. This Agreement commences on the Effective Date and will remain in effect while any Service Orders are in effect, unless this Agreement is terminated earlier as permitted herein.

6.2 Service Order Term. Each Service Order will be valid for the term specified on such Service Order unless the Service Order is terminated earlier as permitted herein.

### 6.3 Termination for Funding Insufficiency.

(a) Notwithstanding any contrary provisions in the Agreement, the State may close its Account and terminate the Agreement, in whole or in part, if sufficient funds are not appropriated or received from an intended third-party source. In such cases, Sprout Social will receive at least fifteen (15) calendar days' written notice. Partial termination does not waive or affect any party's rights or obligations regarding the remaining portions of the Agreement. The Subscriber's determination of insufficient funding shall be final and binding.

(b) Upon receiving notice, Sprout Social must permit such Account closure and/or Agreement termination without penalty. Termination does not relieve Subscriber of payment for products or services accepted as satisfactory before the termination date, all fees for the full subscription term will remain due and payable to Sprout Social, and no refunds will be provided of prepaid fees.

(c) Termination under this section shall not be deemed a breach or default by Subscriber, nor does it relieve either party of liability for any claims arising under the Agreement.

### 6.4 Termination for Cause.

(a) Either party may terminate a Service Order or this Agreement: (i) upon thirty (30) days written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such period, or (ii) immediately upon written notice if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

(b) If Subscriber terminates this Agreement or a Service Order pursuant to Section 6.4(a)(i), Subscriber will not be obligated to pay any unpaid amounts specified in the Service Order following the effective date of termination and Sprout Social will refund to Subscriber any prepaid fees for unused Services under the applicable Service Order.

(c) Sprout Social shall have the right to terminate a Service Order or this Agreement if Sprout Social reasonably determines that Subscriber is acting or has acted in a way that could present substantial reputational harm to Sprout Social.

6.5 Effect of Termination and Obligations. Upon expiration or termination of this Agreement or a Service Order, (a) Subscriber's right to use and access the Services will cease; (b) Subscriber will pay to Sprout Social any fees or other amounts that have accrued prior to the effective date of the termination, (c) any and all liabilities accrued prior to the effective date of the termination will survive, (d) except in the event that Subscriber terminates pursuant to Section 6.4(a)(i) or Sprout Social terminates pursuant to Section 9.2, Subscriber will not be entitled to a refund of any prepaid fees for unused Services, and any and all unpaid fees that are outstanding under the applicable Service Order will remain due and payable; and (e) Sprout Social shall have the right to remove Subscriber's Account information and Account settings after thirty (30) days, and Subscriber will not be able to recover this data or content (except that content stored/published to Third-party Services will remain on said Third-party Services pursuant to the applicable Third-party Service Terms). Prior to the effective date of termination or expiration of the Agreement and/or Service Order, Subscriber may export Subscriber Data via the self-serve functionality made available as part of the Subscription Services.

## 7. CONFIDENTIALITY

7.1 Protection of Confidential Information. The receiving party shall: (a) 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 this Agreement, and (b) take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties' respective rights therein, at all times exercising 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 hereunder and who agreed to be bound by obligations commensurate with these obligations of confidentiality and non-disclosure.

7.2 Exclusions to Confidential Information. Confidential Information shall not include any information that (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) 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 this Agreement by the receiving party; (c) the receiving party rightfully knew or possessed prior to receipt from the disclosing party under this Agreement; (d) is obtained by the receiving party from a third party without a breach of confidentiality obligations; or (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

7.3 Compelled Disclosure. 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 will limit such disclosure to what is required by law or legal order.

7.4 Sprout Social acknowledges that all Oklahoma State agencies and certain other Oklahoma State entities are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 et seq. If required under applicable law, Sprout Social shall comply with the Oklahoma Open Records Act and all legally mandated opinions of the Oklahoma Attorney General concerning the Act. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder.

## 8. WARRANTIES AND DISCLAIMER

8.1 Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed by an authorized representative and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement.

8.2 Sprout Social Warranties. Sprout Social represents and warrants to Subscriber that: (a) subject to Section 4.2, when used by Subscriber as permitted hereunder, the Subscription Service will perform in a manner materially consistent with the Documentation during the Subscription Term; and (b) to the best of its knowledge, the Subscription Services are free from, and Sprout Social shall not knowingly introduce, Malicious Code, provided, however, that Sprout Social shall not be in breach of this warranty if Subscriber or its users or a Third-Party Service introduce Malicious Code.

8.3 Subscriber Warranties. Subscriber represents and warrants that any Subscriber Data has not been collected, stored, and transferred to Sprout Social in violation of any law, regulation, or contractual obligation applicable to Subscriber.

8.4 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8 (WARRANTIES AND DISCLAIMERS), SPROUT SOCIAL MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY MATTER WHATSOEVER, AND THE SERVICES ARE PROVIDED "AS IS". SPROUT SOCIAL EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT ON ITS BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR LICENSORS. SPROUT SOCIAL AND ITS AFFILIATES RELY ON THIRD PARTY DATA SOURCES FOR INFORMATION AND THEREFORE DO NOT WARRANT THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES IS ACCURATE OR COMPLETE OR THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES OR THIRD PARTY DATA WILL ALWAYS BE AVAILABLE. SPROUT SOCIAL DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SPROUT SOCIAL DISCLAIMS ALL LIABILITY FOR ANY DELAYS, PROBLEMS, OR FAILURES WHICH ARE INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND/OR ARE OUTSIDE OF SPROUT SOCIAL'S REASONABLE CONTROL. SPROUT SOCIAL DOES NOT PROVIDE ANY WARRANTIES, INDEMNITIES, OR REMEDIES FOR ANY BETA SERVICES OR ANY FEATURE OF THE SERVICES IN BETA. BETA SERVICES ARE OPTIONAL AND ARE USED AT SUBSCRIBER'S OWN RISK.

## 9. INDEMNIFICATION

9.1 Sprout Social Indemnification. Sprout Social will, at its expense, defend Subscriber and Subscriber's officers, directors, employees, agents, permitted successors and assigns from or settle any Claim brought by a third party against

Subscriber alleging that Subscriber's use of the Services as permitted herein infringes or misappropriates any Intellectual Property Rights of such third party, and indemnify Subscriber from all damages, costs, and expenses (including reasonable attorneys' fees) incurred by Subscriber, to the extent finally awarded in any such Claim or paid to any third party to settle any such Claim.

9.2 Infringement Remedy. If Subscriber is 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 Rights (including a Claim), or if Sprout Social reasonably determines that such prohibition is likely, then Sprout Social will, at its sole expense and option: (a) obtain for Subscriber 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 Sprout Social determines that the foregoing remedies are not commercially reasonable, then Sprout Social may terminate the impacted Service Order, or portion thereof, and will promptly provide a prorated refund to Subscriber for any prepaid fees received by Sprout Social for any Services that have not yet been used or provided upon the effective date of termination.

9.3 Exclusions from Obligations. Sprout Social will have no obligation under this Section 9 for any infringement or misappropriation to the extent that it arises out of or is based upon (a) use of the Services in combination with other products or services not contemplated in the Documentation if such infringement or misappropriation would not have arisen but for such combination; (b) any aspects of the Services that are provided to comply with designs, requirements, or specifications required by or provided by Subscriber, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (c) use of the Services by Subscriber for purposes not intended or outside the scope of the rights granted to Subscriber under this Agreement; (d) Subscriber's failure to use the Services in accordance with this Agreement or any written instructions provided by Sprout Social, if the infringement or misappropriation would not have occurred but for such failure; (e) Subscriber Data, Third-party Content or the Third-party Services; or (f) any modification of the Services not made or authorized in writing by Sprout Social where such infringement or misappropriation would not have occurred absent such modification.

9.4 Limited Remedy. Sections 9.1 and 9.2 state Sprout Social's (including its Affiliates) sole and exclusive liability, and Subscriber's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third party Intellectual Property Rights by the Services.

9.5 Subscriber Indemnification. Subscriber will defend Sprout Social and its Affiliates, and each of its and their respective officers, directors, employees, agents, successors and assigns from any actual or threatened Claim brought by a third party alleging, arising out of or based upon (a) Subscriber's use of the Services in a manner not permitted herein or the Subscriber Data infringes or misappropriates any Intellectual Property Rights of such third party, or (b) Subscriber's breach of any of its obligations under Section 3 ("Use of and Access to the Services") or Section 4 ("Third Party Services") of this Agreement, and indemnify Sprout Social and its Affiliates from all damages, costs, and expenses (including reasonable attorneys' fees) incurred by Sprout Social and its Affiliates, to the extent finally awarded in any such Claim or all amounts paid to any third party to settle any such Claim.

9.6 Indemnification Procedure. Each indemnifying party's respective indemnification obligations herein are subject to receiving: (a) prompt notice of the Claim (provided that the indemnified party's failure to provide such prompt notice will not release the indemnifying party from its indemnification obligations except to the extent the indemnifying party is materially prejudiced thereby); (b) sole control over the defense and settlement of the Claim; and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior written consent if the settlement does not unconditionally release the indemnified party of all liability or would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the Service, when Sprout Social is the indemnifying party). The indemnified party may participate in the Claim with its own counsel and at its own expense.

## 10. LIMITATIONS OF LIABILITY

10.1 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 THIS AGREEMENT, 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.

10.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL THE MAXIMUM AGGREGATE LIABILITY OF SPROUT SOCIAL (INCLUDING ITS AFFILIATES) TO SUBSCRIBER (INCLUDING ITS AFFILIATES) OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT, (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 AND AMOUNTS ACCRUED BUT NOT YET PAID BY SUBSCRIBER TO SPROUT SOCIAL UNDER THE APPLICABLE SERVICE ORDER DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL SETTLEMENT OR JUDGMENT IN AN ACTION). THE FOREGOING LIABILITY LIMITATIONS WILL NOT IN ANY WAY LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 5 ABOVE OR ANY CLAIM FOR SUBSCRIBER'S INFRINGEMENT OR MISAPPROPRIATION OF SPROUT SOCIAL'S INTELLECTUAL PROPERTY RIGHTS.

10.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY SPROUT SOCIAL TO SUBSCRIBER 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 THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 11 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10.4 State Prohibition of Limitation of Liability and Disclaimer of Implied Warranties. Some jurisdictions 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 JURISDICTIONS, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## 11. GENERAL

11.1 Export Compliance and Anti-Corruption. The Services may be subject to export laws and regulations of the United States and other jurisdictions. The Subscriber shall comply with all applicable export control and trade embargo laws, rules and regulations. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit users (including Clients or Affiliates) to access or use the Services in a U.S.-embargoed country or in violation of any U.S. or other applicable export law or regulation. Subscriber further represents that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value in connection with this Agreement (excluding any reasonable gifts and entertainment provided in the ordinary course of business).

11.2 Federal Government End Use Provisions. If Subscriber is a U.S. federal government end user, the Services are a "Commercial Item" 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 Subscriber with only those rights as provided under the terms and conditions of this Agreement.

11.3 Data Processing Addendum. The parties agree to enter into the DPA, which shall be deemed incorporated by reference into this Agreement.

11.4 Assignability. Neither party may assign its rights, duties, or obligations under this Agreement without the other party's prior written consent, which consent will not be unreasonably withheld or delayed; provided that a party may assign this Agreement without the other party's 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 the assigning party's obligations under this Agreement.

11.5 Subcontractors. Sprout Social may utilize a subcontractor or other third party to perform its duties under this Agreement so long as Sprout Social remains responsible for the acts and omissions of such subcontractors and for all of Sprout Social's obligations under this Agreement.

11.6 Independent Contractors. The parties are independent contractors. No joint venture, partnership, employment, or agency relationship exists between Subscriber and Sprout Social as a result of this Agreement or use of the Services.

11.7 Notices. Any notice under this Agreement 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 this Agreement that are sent to Subscriber shall be sent via email to the current Account owner named under Subscriber's Account. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given two (2) business days following the date of mailing or one business day following delivery to a courier or sending an email.

11.8 Force Majeure. Neither party will be liable for, or be considered to be in breach or default of this Agreement on account of, any delay or failure to perform as required by this Agreement (except for Subscriber's 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 all commercially reasonable efforts to avoid or remove the causes of non-performance.

11.9 Governing Law. This Agreement 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. Each party hereby irrevocably consents to the exclusive

jurisdiction and venue of the federal, state, and local courts in Cook County, Illinois in connection with any action arising out of or in connection with this Agreement.

11.10 Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach of this Agreement. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

11.11 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid by a court of competent jurisdiction, the remaining portions of this Agreement will remain in full force and effect.

11.12 Entire Agreement. This Agreement incorporates the applicable Service Order(s), Product-Specific Terms, DPA, and is the final and complete expression of the agreement between these parties regarding Subscriber's use of the Services. This Agreement supersedes, and the terms of this Agreement govern, all previous representations and oral and written communications regarding these matters. This Agreement may only be changed by a written agreement signed by authorized agents of both Sprout Social and Subscriber. Sprout Social will not be bound by, and expressly objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Subscriber 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. This Agreement may be executed in multiple counterparts, and may be signed electronically or original signature. Subscriber acknowledges that pursuant to U.S. public company regulations, Sprout Social is legally required to maintain and to adhere to its own code of ethics and conduct. Accordingly, Sprout Social cannot adhere to any Subscriber or third-party codes of ethics or conduct.

11.13 Feedback. Subscriber may voluntarily provide Sprout Social with Feedback in connection with its use of the Services, but it has no obligation to do so. If Subscriber chooses to provide Feedback regarding the Services, Subscriber grants 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 Subscriber as the source of Feedback without Subscriber's permission.

11.14 Future Functionality. Subscriber agrees that its 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.

11.15 Controlling Language. The parties expressly agree that they have chosen for this Agreement and any related documents be drafted in English only. The controlling language shall be English, and any communications related to this Agreement and such related documents shall be in the English language.

11.16 Survival. The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 3 (Use of and Access to the Services), Section 4 (Third Party Services), Subscriber's payment obligations under Section 5 (Fees and Payment), Section 6 (Term and Termination), Section 7 (Confidentiality), Section 8 (Warranties and Disclaimer), Section 9 (Indemnification), Section 10 (Limitation of Liability), and Section 11 (General).


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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date below.

**SPROUT SOCIAL:**

**SPROUT SOCIAL, INC.**

By:  
Name: Prince Kwateng  
Title: Sales Director  
Date: May 2, 2025

  
Prince Kwateng (May 2, 2025 15:01 CDT)

**SUBSCRIBER:**

SUBSCRIBER ENTITY NAME:

Oklahoma Office of Management and Enterprise Services

By:  
Name: Dan Cronin  
Title: State Chief Information Officer  
Date: May 5, 2025


  
Dan Cronin (May 5, 2025 08:16 CDT)

Exhibit 1  
Sprout Social Subscription Services Product-Specific Terms

These Sprout Social Product Terms ("**Product Terms**") govern Subscriber's use of and access to the Sprout Social Subscription Services and are incorporated into the agreement in place between the parties with respect to the use of Sprout Social Subscription Services ("**Agreement**"). Capitalized terms used but not defined in these Product Terms have the meanings given in the Agreement. In the event of any conflict between the Product Terms and the Agreement, the Product Terms prevail and control to the extent necessary to resolve such conflict.

**1. Sprout Social Subscription Services.** For purposes of these Product Terms, "**Sprout Social Subscription Services**" shall mean 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 Documentation, each corresponding to the plan, features, and support package purchased by Subscriber per an applicable Service Order.

**2. Documentation.** With respect to the Sprout Social Subscription Services, "**Documentation**" shall mean the online materials pertaining to the use of the Sprout Social Services available to Subscriber at: <https://support.sproutsocial.com/hc/en-us>, which may be updated from time-to-time.

**3. Government Entity Approvals.** If Subscriber is a government entity or an entity performing services on behalf of a government entity whose primary function or mission includes conducting surveillance or gathering intelligence, Subscriber may not access X (formerly Twitter) content through the Sprout Social Subscription Services unless otherwise expressly pre-approved by Sprout Social and X. If Subscriber is a government entity or an entity performing services on behalf of a government entity, Sprout Social and X reserve the right to approve each of Subscriber's (or Subscriber's Clients' or Affiliates') use cases for the Sprout Social Subscription Services, and Subscriber's failure to obtain such approval may result in suspension and potential termination of the Services pursuant to this section and the Agreement.

**4. Inbox Export and Link Sharing.** Should Subscriber choose to export a copy of its inbox or share any public or private links via the Sprout Social Subscription Services, Subscriber acknowledges and agrees that Sprout Social is not responsible for, and shall have no liability related to: (a) the security of the information contained in (i) any exported copy of Subscriber's Sprout Social inbox or (ii) any public or private link shared through the Sprout Social Subscription Services; or (b) compliance obligations with respect to any applicable law of any federal, state, local, or foreign government or political subdivision thereof, including applicable privacy law, arising from or relating to Sprout Social fulfilling Subscriber's request to (i) export a copy of Subscriber's Sprout Social inbox or (ii) share any public or private link through the Sprout Social Subscription Services.

**5. X (formerly Twitter) Custom Profile.** If Subscriber uses this feature, by associating a custom profile image and/or name with a specific X profile, Subscriber acknowledges and agrees that: (i) if an individual is depicted, Subscriber has obtained consent from such individual to display their name and/or likeness in the custom profile; (ii) Subscriber will indicate in the field provided for the individual's name (e.g., through use of the term "bot"), or in the initial message sent to each X user that the individual is not participating in the conversation; and (iii) Subscriber will comply with all X Terms of Service and other applicable acceptable use policy, terms of use, or any similar policy or terms.

**6. AI Features.** Subscriber's use of the products, features, or tools made available to Subscriber as part of the Sprout Social Subscription Services that are powered by artificial intelligence, machine learning, or similar technologies (collectively, "**AI Features**") is subject to the additional terms located at <https://sproutsocial.com/legal/AI-features-terms/>.

**7. Mobile Terms.** Use of a Mobile Application (defined below) requires a compatible mobile device. Sprout Social does not warrant that the Mobile Applications will be compatible with any mobile device. Subscriber acknowledges and agrees that Sprout Social may from time to time issue upgraded versions of the Mobile Applications and may automatically electronically upgrade the version of the Mobile Applications. Subscriber consents to such automatic upgrading. Standard carrier data charges may apply to use of the Mobile Applications. The additional terms and conditions set forth at <https://sproutsocial.com/terms/mobile-applications/> shall apply with respect to any Mobile Application that Sprout Social provides for use. "**Mobile Application**" means each copy of the Sprout Social mobile application, Advocacy mobile application and/or any other mobile application provided by Sprout Social (as upgraded from time to time) downloaded by your users and installed on a mobile device approved by Subscriber for business use.

**8. DPA.** The Data Processing Addendum applicable to the Sprout Social Subscription Services is available at <https://media.sproutsocial.com/uploads/Downloadable-Customer-DPA.pdf>, and is incorporated by reference into the Agreement.

Exhibit 2  
Influencer Marketing Product-Specific Terms

These Influencer Marketing Product Terms (“**Product Terms**”) govern Subscriber’s use of and access to the Influencer Marketing Subscription Services and are incorporated into the agreement in place between the parties with respect to the use of Influencer Marketing Subscription Services (“**Agreement**”). Capitalized terms used but not defined in these Product Terms have the meanings given in the Agreement. In the event of any conflict between these Product Terms and the Agreement, these Product Terms prevail.

**1. Influencer Marketing Subscription Services.** For purposes of these Product Terms, “**Influencer Marketing Subscription Services**” shall mean the proprietary influencer marketing subscription services, which include use of Sprout Social’s web-based applications, technical support, and Documentation, each corresponding to the plan, features, and support package purchased by Subscriber per an applicable Service Order.

**2. Documentation.** With respect to Influencer Marketing Subscription Services, “**Documentation**” shall mean the online materials pertaining to the use of the Influencer Marketing Subscription Services available to Subscriber at: <https://support.sproutsocial.com/hc/en-us/categories/31823253109261-Influencer-Marketing>, which may be updated from time-to-time.

**3. Creators.** Subscriber acknowledges, understands, and agrees that, among other features, the Influencer Marketing Subscription Services allow the identification and initiation of direct communications, interactions, and transactions with “**Creator(s)**,” which for purposes of the Agreement, means any individual, entity, or other organization, and their respective Affiliates or agents, that offer to and create promotional media content, including without limitation social media influencers. Subscriber agrees not to share with Sprout Social or enable Sprout Social to collect personal data that Subscriber knows or ought to reasonably know is from a Creator who has not consented to such use, or is from or about any individual under the age of 16 or the age of majority in the territory in which they reside, or that includes Sensitive Information (as defined in the [Usage Policy](#)). Subscriber acknowledges and agrees that Sprout Social does not, and has no obligation to, negotiate or enter into agreements or contracts with Creators on Subscriber’s behalf and Subscriber is solely responsible for negotiating and entering into any contracts, licenses, or other agreements with Creators engaged by Subscriber (“**Creator Contracts**”) for the services and content provided by such Creators (“**Creator Content**”).

Subscriber acknowledges and agrees that Sprout Social and its Affiliates do not review or clear any Creator Content, and are not responsible for the review or clearance of such content. Subscriber is solely responsible for obtaining, maintaining and/or complying with all legal and regulatory requirements, licenses, consents, authorizations and/or permissions necessary for the use of Creator Content and its engagement of Creators, including but not limited to use of any third party content (including, but not limited to, any images or music), and compliance with the Federal Trade Commission’s Guides Concerning the Use of Endorsements and Testimonials in Advertising. Subscriber shall indemnify, defend and hold harmless Sprout Social and its Affiliates and each of its and their respective officers, directors, employees, agents, successors and assigns from any actual or threatened third party legal action, claim, demand, proceeding or suit arising out of or based upon the foregoing.

Subscriber represents and warrants that (i) it will not misrepresent and/or otherwise provide Creators with any false information about its products, services, brand, company or activities, (ii) Subscriber will not engage Creators to create content or materials or otherwise provide services that violate any federal, state, or local, law, rule, or regulations, (iii) Subscriber will not engage Creators or otherwise request the development of Creator Content in connection with any illegal products, services, or activities, (iv) Subscriber will not discriminate against Creators based on race, gender, gender expression, religion, nationality, disability, sexual orientation, age, family status, or any other legally protected class or characteristic, (v) Subscriber will not use the Influencer Marketing Subscription Services or any Creator services for content or activity which is objectionable or otherwise violates any platform or site’s terms, policies, or guidelines, and (vi) any content, copy, messaging, or other materials that Subscriber suggests, requests, and/or requires Creators to include, or that Subscriber otherwise approves to be included, in Creator Content will not violate the rights of any third party or any applicable federal, state, or local, law, regulation, or rule. Subscriber understands that any violation of its obligations under these Product Terms, including this Section 3, may result in the suspension or termination of Subscriber’s access to the Influencer Marketing Subscription Services and the Agreement.

SPROUT SOCIAL AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR, AND DISCLAIM ANY AND ALL LIABILITY RELATED TO, ANY CREATOR CONTRACTS, ANY CREATOR CONTENT, AND ANY AND ALL RELATED INTERACTIONS OR TRANSACTIONS WITH CREATORS MADE OR FACILITATED THROUGH THE INFLUENCER MARKETING SUBSCRIPTION SERVICES OR ANY RELATED PROFESSIONAL SERVICES. ANY SUCH INTERACTIONS OR TRANSACTIONS WILL BE MADE AT SUBSCRIBER’S OWN RISK. ANY CREATORS DISPLAYED ON OR VIA THE INFLUENCER MARKETING SUBSCRIPTION SERVICES ARE INDEPENDENT ORGANIZATIONS AND NOT CONTRACTORS, AGENTS, OR EMPLOYEES OF SPROUT SOCIAL OR ITS AFFILIATES. SUBSCRIBER UNDERSTANDS AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR PERFORMING ANY RESEARCH, VETTING OR DILIGENCE ON A CREATOR, INCLUDING BUT NOT LIMITED TO



REVIEWING THE CREATOR'S WORK, PRIOR TO ENGAGING THEM AND EVALUATING THE APPROPRIATENESS OF ANY CREATOR FOR THEIR BRAND, AND SPROUT SOCIAL AND ITS AFFILIATES SHALL HAVE NO LIABILITY FOR ANY OF THE FOREGOING REGARDLESS OF ANY RECOMMENDATIONS MADE BY SPROUT SOCIAL OR ITS AFFILIATES RELATED TO THE SELECTION OF CREATORS. SPROUT SOCIAL AND ITS AFFILIATES DO NOT HAVE CONTROL OVER THE PERFORMANCE, VALUE, QUALITY, TIMING, OR LEGALITY OF ANY WORK OR WORK PRODUCT ACTUALLY DELIVERED BY CREATORS, DO NOT MAKE ANY REPRESENTATIONS ABOUT THE ORIGINALITY, SUITABILITY, RELIABILITY, COPYRIGHT ABILITY, TIMELINESS, OR ACCURACY OF ANY WORK OR WORK PRODUCT PROVIDED BY CREATORS, NOR THE INTEGRITY, RESPONSIBILITY OR ACTIONS OF SUCH CREATORS, AND MAKE NO GUARANTEES REGARDING THE RESULTS ACHIEVED BASED ON THE USE OF ANY CREATORS OR ANY CREATOR CONTENT, OR THE IMPLEMENTATION OF ANY RECOMMENDATIONS MADE BY SPROUT SOCIAL OR ITS AFFILIATES RELATED THERETO. SPROUT SOCIAL AND ITS AFFILIATES MAKE NO EXPRESS OR IMPLIED WARRANTY THAT CREATOR CONTENT WILL NOT INFRINGE ON ANY COPYRIGHT, TRADEMARK RIGHT, RIGHT OF PUBLICITY, OR OTHER THIRD PARTY RIGHT. SPROUT SOCIAL AND ITS AFFILIATES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY CREATOR OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM.

**4. Partner Services.** Subscriber further acknowledges that the Influencer Marketing Subscription Services (and any Professional Services related thereto) do not include end-to-end campaign management. If requested by Subscriber, Sprout Social and its Affiliates may, at their sole discretion, assist Subscriber in communicating with Creators, but will not otherwise be responsible for any Creator outreach, onboarding, oversight, or management. Upon request from Subscriber, Sprout Social may refer Subscriber to one or more of its agency partners ("**Partners**") for the provision of campaign management and related services ("**Partner Services**") to Subscriber and Subscriber hereby consents to Sprout Social disclosing information about Subscriber and its business to Partners as reasonably necessary for Partners to consider Subscriber as a potential client, provided that Partners are subject to commercially reasonable confidentiality obligations. Subscriber acknowledges and agrees that (i) any Partner Services will be subject to a separate agreement entered into directly between Subscriber and the applicable Partner, (ii) Sprout Social makes no representations or warranties regarding the Partner Services or any Partner's suitability as a service provider to Subscriber, (iii) Partners are not agents of Sprout Social, and (iv) Sprout Social shall have no liability or responsibility for any acts or omissions of Partners in their performance of the Partner Services.

**5. User Conduct.** Subscriber is responsible and liable for all content and data produced by its users through the Influencer Marketing Subscription Services. Subscriber acknowledges that, although the Influencer Marketing Subscription Services provide rules for user conduct, Sprout Social does not and cannot control or direct any users' actions through the Influencer Marketing Subscription Services and is not responsible for the content or information users transmit or share through the Influencer Marketing Subscription Services, or for the actions of any users or other third party in connection with the Influencer Marketing Subscription Services, including without limitation Creators. Sprout Social and its Affiliates are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information users may encounter in using the Services or for the conduct, whether online or offline, of any user of the Services.

**6. Output Materials.** Subscriber shall not use, reproduce, publicly display or perform, or distribute any documents, graphics, reports, information, data, screenshots and other materials downloaded, copied, stored, printed or otherwise retrieved and saved through the Influencer Marketing Subscription Services (collectively, "**Output Materials**"): (i) in violation of the Agreement, including the [Usage Policy](#), or (ii) for any commercial purpose, unless Sprout Social has given written consent to do so. Subscriber shall not remove any copyright, trademark or proprietary notices contained in or provided through the Influencer Marketing Subscription Services or use or display any trademarks of Sprout Social or its Affiliates, except as authorized in writing by Sprout Social or its Affiliates, including without limitation any such notices on any Output Materials.

**7. Email Messages.** Unless otherwise specified in an applicable Service Order, Subscriber's user accounts shall be limited to an aggregate of 3500 direct email messages per month to Creators from the Influencer Marketing Subscription Services.

**8. Sync.** If Subscriber uses Sync, Subscriber acknowledges that it is a controller of the personal data collected through any of its Sync landing page(s) (each, a "**Sync Page**") and that Sprout Social, as a processor of such data, acts in accordance with Subscriber's instructions. Subscriber represents and warrants that: (i) it has provided legally adequate privacy notices to data subjects via the Sync Page, (ii) it has obtained all necessary consents for the processing of personal data through the Sync Page, and (iii) it will comply with all applicable laws and regulations, including privacy laws, in using Sync and any personal data collected through Sync. Sprout Social will not be responsible nor liable for any damages that may result from Subscriber's collection and use of personal data through Sync nor for Subscriber's violation of applicable privacy laws, and Subscriber shall indemnify, defend and hold harmless Sprout Social and its Affiliates and each of its and their respective officers, directors, employees, agents, successors and assigns from any actual or threatened third party legal action, claim, demand, proceeding or suit arising out of or based upon the foregoing. Subscriber is solely responsible for the content on any of its Sync Pages. Sprout Social is not responsible for, and does not confirm or verify, the accuracy or completeness of the content on any Sync Page or the information submitted by individuals through a Sync Page.

**9. DPA.** The Data Processing Addendum applicable to the Influencer Marketing Subscription Services is available at <https://media.sproutsocial.com/uploads/Downloadable-Customer-DPA.pdf>, and is incorporated by reference into the Agreement.

**10. AI Features.** Subscriber's use of the products, features, or tools made available to Subscriber as part of the Influencer Marketing Subscription Services that are powered by artificial intelligence, machine learning, or similar technologies (collectively, "AI Features") is subject to the additional terms located at <https://sproutsocial.com/legal/AI-features-terms/>.


# SW1054 Amendment No. 2.pdf


Final Audit Report


2025-05-05


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