

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

24-151

SAP Number

County Administrative Office

Department Contract Representative
Telephone Number

Martha Guzman-Hurtado
909-387-4193

Contractor
Contractor Representative
Telephone Number
Contract Term

Sprout Social, Inc.
Aaron Quinley
866-878-3231
March 30, 2024 - March 29, 2027,
automatically renewing for 3-year
periods

Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

\$135,000

\$135,000
1100001000

Briefly describe the general nature of the contract:

Service Order and Terms of Service Agreement with Sprout Social, Inc., including non-standard terms, to license a social media management tool in the total amount of \$135,000 for a total contract period of three years from March 30, 2024, through March 29, 2027, automatically renewing for three-year periods until notice of non-renewal is provided.

FOR COUNTY USE ONLY

Approved as to Legal Form

► Bonnie Uphold
Bonnie Uphold, Supervising Deputy County
Counsel

Reviewed for Contract Compliance

► _____

Reviewed/Approved by Department

► _____

Date 02/20/2024

Date _____

Date _____

Service Order



Service Order Information		
Agreement For San Bernardino County	Subscription Start Date March 30, 2024	Subscription End Date March 29, 2027

Billing Information	
Billing Street 385 N Arrowhead Ave, 5th Floor	Billing Email
Billing City San Bernardino	Billing Method Check
Billing State/Province California	Billing Frequency Annual
Billing Country United States	Net Terms Due on receipt
Billing Zip/Postal Code 92415	Payment Portal Used?

Products	Quantity
Professional Plan	1.00
Additional Users	39.00
Additional Profiles	190.00

Total Investment (USD): USD 135,000.00

Service Order



Tax Exemption Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Subscriber and will appear on the final invoice.

Is the contracting entity exempt from sales tax?

Please select Yes or No:

If yes, please complete the following:

Tax Exempt ID:

Purchase Order Information

Is a Purchase Order (PO) required to be attached to this Service Order for the purchase or payment of the products on this Service Order?

Please select Yes or No:

If yes, please complete the following:

PO Number:

Additional Service Order Information

Subscriber will be provided an invoice every 12 months from the subscription start date set forth above for approximately \$45,000* on each invoice.

*Amounts are approximate and do not include any applicable taxes or future upgrades made by Subscriber.

Service Order



Terms and Conditions

This Service Order is executed between Sprout Social, Inc. ("Sprout Social") and the below named subscriber ("Subscriber"), and is governed by the terms and conditions of the Sprout Social, Inc. Terms of Service, which is available for review at sproutsocial.com/terms/ ("Agreement") and expressly incorporated by reference into this Service Order. The services described above may only be used by the Subscriber, and subject to the scope limitations set forth herein.

Unless otherwise set forth above or in the Agreement, Sprout Social requires payment made in advance of the subscription period. Pro-rated refunds are not provided for early cancellation and Subscriber may not terminate prior to the end of the subscription term for convenience.

All payments required by this Service Order are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes). Subscriber shall be responsible for the payment of all such charges (excluding taxes based upon Sprout Social's net income), which amount will be reflected on the invoice issued by Sprout Social. All amounts payable by Subscriber hereunder shall be grossed-up for any withholding taxes imposed by any foreign government on Subscriber's payment of such amounts to Sprout Social.

This Service Order and the Services set forth herein, including any additional users and any other add-ons added during the subscription term, will automatically renew for additional periods equal to the length of the subscription term set forth above unless either party provides written notice to the other party at least 30 days prior to expiration. Subscriber must email its Customer Success Manager or <mailto:successteam@sproutsocial.com> to provide such notice.

Sprout Social or its Affiliates, may use Subscriber's name or logo on its or their website(s) or in any promotional materials, press releases, investor materials, and other stockholder communications. Sprout Social and its Affiliates, as applicable, will comply with any reasonable written logo guidelines provided by Subscriber in writing.

If Professional Services (as defined in the Agreement) are delivered to Subscriber in connection with the services described above or pursuant to a Statement of Work attached to this Service Order, Subscriber agrees that it will: (i) be available for discovery call if requested; (ii) cooperate in all matters relating to the Professional Services and appoint an employee or representative of Subscriber to serve as the primary contact who will have the authority to act on behalf of Subscriber with respect to the Professional Services; (iii) respond promptly to any request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for performance of the Professional Services; (iv) provide the information Sprout Social may reasonably request in order to carry out the Professional Services; and (v) if the Professional Services involve implementation of Listening Product, Subscriber will provide a full list of any needed keyword inclusions (branded hashtags or handles).

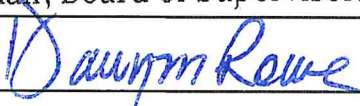

If Sprout Social's performance of its obligations under this Service Order or the Agreement are prevented or delayed by any act or omission of Subscriber or its agents, subcontractors, consultants or employees, Sprout Social will not be deemed in breach of its obligations under this Service Order or the Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Subscriber, in each case, to the extent arising directly or indirectly from such prevention or delay.

Subscriber acknowledges and agrees that Sprout Social shall have the right to access its account for the purposes of onboarding, implementation, and/or initial product training. Such services shall be completed within four (4) weeks from the Subscription Start Date unless otherwise delayed by Subscriber. All one-time service hours within this Service Order are subject to expiration after ninety (90) days from the Subscription Start Date.

Should the Professional Services involve Sprout Social accessing Subscriber's account, as requested or approved by Subscriber, the parties agree that Subscriber acts as a controller of any personal data processed by Sprout Social in performance of the Professional Services. Such processing shall be subject to the data processing addendum found at <https://media.sproutsocial.com/uploads/Downloadable-Customer-DPA.pdf> and Sprout Social acts solely as a processor and processes personal data in accordance with Subscriber's instructions.

CONTRACT EXECUTION

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other electronic transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

Subscriber - San Bernardino County		Sprout Social, Inc.	
Name:	Dawn M. Rowe	Name:	Connor Griffith
Title:	Chair, Board of Supervisors	Title:	Manager, Renewals, Enterprise
Signature:		Signature:	 DocuSigned by: BAE4001A2D43478...
Date:	FEB 27 2024	Date:	February 7, 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
 YNNA MONELL
 Clerk of the Board of Supervisors
 of the County of San Bernardino



