

Service Order Information		
Agreement For City of Long Beach	Subscription Start Date January 30, 2023	Subscription End Date January 29, 2025

Billing Information	
Billing Street 411 W. Ocean Blvd.	Billing Email
Billing City Long Beach	Billing Method Check
Billing State/Province California	Billing Frequency Invoice Plan
Billing Country United States	Net Terms Net 30
Billing Zip/Postal Code 90802	Payment Portal Used?

Products	Quantity
Advanced Plan	1.00
Additional Users	16.00
Additional Profiles	40.00
Premier Success - Legacy	1.00
Listening - Up to 5 Topics	1.00
Listening - Additional Topic	5.00

Total Investment (USD): \$60,559.92

# 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:

# Service Order



## Special Contract Terms

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. Service Subscription Agreement dated January 29, 2019 ("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, including any additional users, profiles, brand keywords, groups, mentions, topics, or any other additions, 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 account manager or [successteam@sproutsocial.com](mailto:successteam@sproutsocial.com) to provide such notice.

Sprout Social may use Subscriber's name or logo on its website or in any promotional materials, press releases, investor materials, and other stockholder communications. Sprout Social 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.

Subscriber - City of Long Beach		Sprout Social, Inc.	
Name:	LINDA F. TATUM	Name:	Kelly Klein
Title:	ASST CITY MANAGER	Title:	Sales Director
Signature:	<i>Linda F. Tatum</i>	Signature:	<i>Kelly Klein</i>
Date:	4/24/2023	Date:	4/25/23

APPROVED AS TO FORM

4-11-2023  
DAWN MCINTOSH, City Attorney

By *[Signature]*  
RICHARD ANTHONY  
PRINCIPAL DEPUTY CITY ATTORNEY

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.