

**Last revised: March 7, 2024**

### **Sprout Social, Inc. Service Level Agreement**

This Service Level Agreement (“SLA”) sets forth the service levels and support that are applicable to the Sprout Social Subscription Services that Sprout Social will provide to Subscriber under the agreement entered into by and between Sprout Social and Subscriber (“Agreement”). This SLA is an exhibit to the Agreement and is incorporated by reference therein. Any capitalized terms used but not defined in this SLA shall have the meanings given to them in this Agreement.

#### **1. Service Reliability:**

Sprout Social will make commercially reasonable efforts to ensure that the Sprout Social Subscription Services are free from material defects, and are available, 24 hours a day, 7 days a week to Company, excluding Scheduled Downtime (defined below).

For unplanned events, Sprout Social will assign an incident severity level based on Sprout Social’s assessment of the issue at the point of incident identification. Sprout Social will make adjustments to the incident severity level based on event activities.

Sprout Social’s Support team can be reached via web form, chat within the application, email at support@sproutsocial.com, or via telephone at 866-878- 3231. For more expedited service, please submit your support request via web form or chat. The Support team monitors web form submissions and emails 24 hours a day, 7 days a week, as well as chat and phone inquiries 24 hours a day, 5 days a week, Monday to Friday, excluding any holidays. During holidays, Sprout Social’s Engineering team will monitor application functionality as needed based on incident severity level.

For customers that purchase Sprout Social’s “Premier Success” enhanced support offerings, Sprout Social Support shall provide a two (2) hour initial response time to inquiries to our Support team regardless of incident severity. Inquiries must be sent directly to the web form or [support@sproutsocial.com](mailto:support@sproutsocial.com) and be from an email address registered with a Sprout Social account that has purchased a Premier Success offering. The response time for this offering may be adjusted to a response time within 24 hours for customers whose primary Support language is Spanish, Portuguese, French, or Italian.

Response times will be measured from Sprout Social’s receipt of the Support Request, until the respective time that Sprout Social has responded to that Support Request. Sprout Social shall make commercially reasonable efforts to respond to all Support Requests within the following times based on Subscriber’s designation of the severity of the associated Error:

#### **2. Response Times for Sprout Social Subscription Services:**

<b>Incident Level</b>	<b>Impact</b>	<b>Target First Response</b>	<b>Subsequent Status Updates</b>
1	<b>Business Critical Failures:</b> Error in which Sprout Social is down or <i>critical functions or features</i> are not working with no acceptable workaround.  <i>Critical functions include publishing and receiving messages in the inbox.</i>	2 hours after notification during Sprout Social’s regular business hours	As appropriate  Status page can be found at: <a href="http://status.sproutsocial.com/">http://status.sproutsocial.com/</a>
2	<b>Significant System Defect:</b> A <i>major function</i> is not working with no acceptable workaround.  <i>Major functions are those that are non critical, but significantly impact Sprout Social’s functionality.</i>	4 hours after notification during Sprout Social’s regular business hours	As appropriate  Status page can be found at: <a href="http://status.sproutsocial.com/">http://status.sproutsocial.com/</a>

3	<p><b>Minor Error or Issue:</b> An isolated or minor error that meets the following criteria:</p> <p>Does not significantly impact Sprout Social functionality. App feature or functionality are not working as expected or intended.</p>	8 hours after notification during Sprout Social's regular business hours	As appropriate
---	---	--	----------------

**3. Change Control Management/Update Management:**

**A. Service Modifications:** Sprout Social may modify the Sprout Social Subscription Services from time to time to install bug fixes and required updates (as deemed appropriate by Sprout Social).

**B. Service Interruptions and Advanced Notification Requirements:** Sprout Social will provide Subscriber with at least 24 hours advance notice of all planned maintenance activities resulting in any service interruptions or possibility of any service interruption that will have a direct impact on the Sprout Social Subscription Services ("Scheduled Downtime"). Unless otherwise announced, Sprout Social will perform planned service interruptions within a maintenance window during off-peak usage times, to be determined in Sprout Social's sole discretion. Sprout Social shall perform emergency maintenance as necessary and will, if practicable, give advance notice thereof to Subscriber. "Emergency" shall mean that Sprout Social has become aware of a problem that, if an immediate remedy is not implemented, will prevent Sprout Social from continuing to support and provide the elements and aspects of the Sprout Social Subscription Services.

**4. Service Credits:**

**A.** Subscriber will notify Sprout Social of any incident as soon as practicable after discovery.

**B.** The parties intend that the service credits constitute compensation to Subscriber, and not a penalty. The parties acknowledge and agree that Subscriber's harm caused by Sprout Social's delayed delivery of the Sprout Social Subscription Services would be impossible or very difficult to accurately estimate as of the date of this Agreement, and that the service credits are a reasonable estimate of the anticipated or actual harm that might arise from Sprout Social's breach of its service level obligations. Sprout Social's payment of the service credits is Sprout Social's sole liability and entire obligation and Subscriber's exclusive remedy for Sprout Social's breach of its service level obligations.

**C.** Subscriber's remedy for any unavailability of the Sprout Social Subscription Services shall be the following: Sprout Social will provide Subscriber with a service credit in the amount of a percentage of monthly subscription fees for the Sprout Social Subscription Services in the affected month (to be applied toward Subscriber's next renewal invoice) in the event Sprout Social provides lower than 99.5% cumulative availability (excluding Scheduled Downtime and any lack of availability due to matters beyond Sprout Social's reasonable control and 3<sup>rd</sup> party network availability (Twitter, Facebook, etc.) for the given month on the following charts:

Monthly Availability/Performance threshold	Service Credit % of Monthly Sprout Social Subscription Services Fees
<99.5%-96%	2%
<96%-92%	5%
<92%-90%	10%
<90%	20%