

**Sprout Social, Inc.
Terms of Service**

These Terms of Service ("Terms") are made and entered into as of _____ day of _____, 2014 (the "Effective Date"), by and between Sprout Social, Inc., located at 30 N. Racine Ave., Chicago, IL 60607 ("Sprout Social") and the City of Las Vegas, a municipal corporation within the State of Nevada, located at 495 S. Main St., Las Vegas, NV 89101 ("Company") (each a "party" and, collectively, the "parties"). The effective date of these Terms shall be the date corresponding to the signature last executed below ("Effective Date").

1. SERVICE. Subject to these Terms, Sprout Social agrees to provide access to the Service. As of the Effective Date, these Terms supersede and replace in their entirety the on-line Terms and Conditions on www.SproutSocial.com (the "Site"). The "Service" is a web application that integrates with Twitter, Facebook Fan Pages, LinkedIn and other networks where consumers may engage with businesses and brands. The Service may also include basic or expanded Service based on the Service plan purchased. Depending upon the plan purchased, the Service may include functions for contact management, competitive insight, lead generation, reporting, analytics and other social media management tools. The "Service" includes: (a) access to the Site; (b) the Sprout Social TM Software; and (c) any other Service provided through the Site based on the plan purchased, including all software, data, text, images, sounds, videos, and other content made available through the Site (collectively, "Content"). Any new features added to or augmenting the Service are also subject to these Terms. The Service provided is defined in the order form/initial invoice attached as Exhibit A-1 (the "Order Form/Invoice"), and each subsequent Order Form/Invoice will be subject to and a part of these Terms, and will be designated "Exhibit A-____", completing the blank for each new Order Form/Invoice with the appropriate number, in ascending numerical order. Unless expressly stated to the contrary in an individual Order Form/Invoice, the terms and conditions of these Terms will be incorporated into each Order Form/Invoice by reference and shall govern each such Order Form/Invoice.

2. LICENSE TO USE SERVICE. Sprout Social grants to Company, upon the condition that Company complies with all of its obligations under these Terms, a non-exclusive, non-transferable, revocable license to access and use the Service (for the particular subscription purchased) and the Site, strictly in accordance with these Terms and subject to all the limitations set forth in these Terms.

3. OWNERSHIP; STATISTICAL DATA.

3.1 The Parties shall each maintain all rights, title and interest in and to their respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to Company to use the Service under these Terms do not convey any additional rights in the Service or in any Intellectual Property Rights associated therewith, and the Service will

remain with and belong exclusively to Sprout Social and its third-party vendors.

3.2 By providing information to us or to third-parties through the Service ("Company Data"), Company represents and warrants that Company is entitled to and authorized to submit the Company Data and that the Company Data is accurate, not confidential, and not in violation of any contractual restrictions or other third party rights. Company grants Sprout Social a nonexclusive, revocable, worldwide, perpetual, unlimited fully paid up and royalty-free right to use copy, prepare derivative works of, distribute, publish, remove, retain, add, process, or analyze the Company Data for the sole purpose of providing Company the Service.

3.3 Company acknowledges and agrees that Sprout Social shall have the right to utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any non-personally and non-Company identifiable data or information resulting from Company's use of the Service ("Statistical Data"). Statistical Data may be collected by Sprout Social for any lawful business purpose without a duty of accounting to Company, provided that the Statistical Data is used only in an aggregated form, without specifically identifying the source of the Statistical Data. Except for the limited rights granted herein, at no time shall Sprout Social acquire any ownership, license, rights or other interest in or to the Company Data, all of which shall, as between Company and Sprout Social, be and remain the confidential and proprietary information of Company.

3.4 Sprout Social shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Service or otherwise use any suggestions, enhancement requests, recommendations or other feedback Sprout Social receives from Company.

4. USE OF SERVICES AND RESTRICTIONS.

4.1 Company is responsible for all information, data, text, messages or other materials that Company posts or is otherwise transmitted via the Service. Company is responsible for maintaining the confidentiality of Company login and account. Company agrees and acknowledges that Company login may only be used by one (1) person, and that Company will not share a single login among multiple people. Company may create separate logins for as many people as Company's plan allows. Company agrees that Company is responsible for anything that happens through Company's account until Company cancels its

subscription and closes its account or proves that its account security was compromised due to no fault of its own.

4.2 Company agrees not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as expressly permitted by these Terms; (b) use the Service to process data on behalf of any third party, (c) modify, adapt or hack the Service to falsely imply any sponsorship or association with Sprout Social, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks; (d) use the Service in any unlawful manner, including but not limited to violation of any persons privacy rights, infringing any person's intellectual property rights, or sending spam or otherwise duplicative or unsolicited messages in violation of applicable law, (e) use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and its components; (f) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the Service; (g) use the Service to knowingly post, upload, link to, send or store any content that is unlawful, racist, hateful, obscene, discriminatory, or contains any viruses, malware, Trojan horses, time bombs, or any other similar harmful software; (h) attempt to use any method to gain unauthorized access to any paid features of the Site; (i) unless otherwise explicitly agreed to in writing by Sprout Social, use the Site or any content obtained from it to develop, as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (j) use automated scripts to collect information from or otherwise interact with the Site or the Service; (k) deep-link to the Site for any purpose (other than Sprout Social's home page), unless expressly authorized in writing by Sprout Social; (l) use the Service for a purpose competitive with Sprout Social, or (m) try to use, or use the Service in violation of these Terms.

5. DATA PRIVACY AND SECURITY.

5.1 In providing Company the Service, Sprout Social shall maintain appropriate administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Company Data. These safeguards include encryption of Company's data in transmission (using SSL or similar technologies), except for external third party integrations that do not support encryption, which Company may link to the Service at its choice.

5.2 Company agrees that Sprout Social can access its account information in order to respond to its service requests and/or as necessary, in Sprout Social's sole discretion, to provide Company with the Service. Sprout Social will not disclose such data except if compelled by law, permitted by Company, or pursuant to the terms of the Sprout Social's Privacy Policy which is attached hereto as Exhibit B – Privacy Policy, and made a part hereof.

5.3 The Privacy Policy governs Sprout Social's treatment of any information, including personally identifiable information, Company submits to Sprout Social. Company acknowledges that: i) certain information, statements, data, and content which Company may submit to or through the Service may reveal personally identifiable information about Company and its users; and ii) its submission of any information, statements, data, and content to SproutSocial or any third-party website is voluntary on its part. The Privacy Policy is incorporated into these Terms by reference.

6. THIRD PARTY SERVICE.

6.1 External Sites. The Service may contain links to, or otherwise may allow Company to connect to and use certain third party products, service or software under separate terms and conditions (collectively, "Third-party Service") in conjunction with the Service. If Company decides to access and use such Third-party Service, Company acknowledges that its use of said Third-party Service is governed solely by the terms and conditions of such Third-party Service, and Sprout Social does not endorse, is not responsible for, and makes no representations as to such Third-party Service, its content or the manner in which such Third-party Service handles Company's data. Sprout Social is not liable for any damage or loss caused or alleged to be caused by or in connection with Company's access or use of any such Third-party Service, or Company's reliance on the privacy practices or other policies of such Third-party Service.

6.2 Integration. The Service may contain features that enable various Third-party Services (such as a social media service like Facebook and Twitter) to be directly integrated into Company's Sprout Social account. To take advantage of these features, Company will be required to register for or log into such Third-party Service on their respective websites. By accessing/enabling a Third-party Service within the Service, Company is allowing Sprout Social to pass Company's log-in information to the Third-party Service for this purpose.

7. BILLING, PLAN MODIFICATIONS AND PAYMENTS.

7.1 Fees. Company agrees to pay Sprout Social the fees set forth on the applicable Order Form/Invoice for the Service, in accordance with the fees, charges, and billing terms set forth in these Terms (collectively, "Fees"). All Fees are quoted in United States currency. Except as otherwise provided in these Terms, Fees are non-refundable.

7.2 Payments. Unless otherwise stated on the applicable Order Form/Invoice, all Fees are due and payable by Company within thirty (30) days following the invoice date.

7.3 Modifying Company Subscription. If Company chooses to upgrade its plan or number of users during the elected subscription period, any incremental cost will be prorated over the remaining term of the subscription period and charged to Company's account. Subsequently, Company will be charged the adjusted rate on Company's next billing cycle. If Company's payments for the Service are made by credit card, Company's credit card will be billed the prorated charge at the time Company's account is modified. Except as provided in Section 10, regardless of Company's billing cycle, there are no refunds or credits for partial months of Service, plan downgrades, or refunds

for unused time if Company closes its account before the end of its subscription period. If Company downgrades its plan level, it may cause the loss of content, features, or capacity of its account and Sprout Social does not accept any liability for such loss.

7.4 Overdue charges. As provided for in Section 10.5, if Company fails to pay its subscription fee on time, Company's entire subscription may be suspended or terminated. Even after Company's subscription is suspended or terminated, Company will still have access to the Site, and it will be able to access its account information to restore access to the Service by paying its outstanding subscription fee(s). After Company's subscription is terminated, Sprout Social will keep Company's current account settings on file for 30 days. After that time, Sprout Social reserves the right to remove such settings from its servers with NO liability or notice to Company.

7.5 Taxes. All fees set forth in these Terms are exclusive of all taxes and similar fees. Company shall be responsible for and shall pay in full all sales, use, excise or similar governmental taxes imposed by any federal, state, or local governmental entity upon the fees charged the Company under these Terms, exclusive, however, of taxes based on Sprout Social's income, which taxes shall be paid by Sprout Social. If any taxes for which Company is responsible hereunder are paid by Sprout Social, Company will promptly reimburse Sprout Social upon Company's receipt of proof of payment.

8. TERM. These Terms commence on the Effective Date and shall continue until terminated by either party. Each Subscription Term shall be as set forth on the applicable Order Form/Invoice.

9. TERMINATION.

9.1 Termination for Cause. Except as provided in Sections 10.2 and 10.5 below, either party shall have the right to terminate these Terms or any Order Form/Invoice upon written notice if the other party has breached a material term of these Terms and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach.

9.2 Immediate Termination. Either party may immediately terminate these Terms or any Order Form/Invoice for patent, copyright, or trademark infringement or breach of confidentiality by the other party. Sprout Social may also terminate these Terms or any Order Form/Invoice if it reasonably suspects the Service is being used for fraudulent, abusive, or illegal activity.

9.3 Insolvency. Either party shall have the right to terminate these Terms or any Order Form/Invoice with thirty (30) days written notice if (i) the other party has a receiver appointed for it or its property; (ii) the other party makes an assignment for the benefit of creditors; (iii) any proceedings are commenced by, for or against the other party under any bankruptcy, insolvency or debtor's relief law; or (iv) the other party is liquidated or dissolved.

9.4 Failure to Pay/Company Conduct. Sprout Social shall have the right to suspend or terminate access to the

Service, at its sole option, with or without notice to Company if any payment is delinquent by more than thirty (30) days.

9.5 Effect of Termination. If Sprout Social terminates these Terms for cause pursuant to Sections 10.1, 10.2, 10.3 or 10.5, Company will not be entitled to any refund of prepaid fees. If Company terminates these Terms or any Order Form/Invoice for cause pursuant to Sections 10.1, 10.2 or 10.3, Company will be entitled to a prorated refund of any prepaid fees. If Company terminates these Terms or any Order Form/Invoice without cause, Company will not be entitled to any refund of unused prepaid fees. If Company cancels the Service before the end of its current paid-up subscription period, Company's cancellation will take effect immediately and Company will not be charged again. Upon cancellation of these Terms or any Order Form/Invoice, Company's account information and account settings will be removed, Company will not be able to recover this data, and Company will lose access to all of its content (except that content stored/published to third-party websites, that data will remain on said third-party websites pursuant to those website's terms and conditions). Sprout Social shall not be liable to Company or any third party for any modification, suspension or discontinuation of the Service. Termination of these Terms terminates all active Order Forms/Invoices, while termination of an Order Form/Invoice does not terminate these Terms.

10. CONFIDENTIALITY.

10.1 Obligations. Except as otherwise provided in these Terms or the Privacy Policy, each of the parties agrees to maintain in confidence any proprietary or non-public information of the other party, whether written or otherwise, disclosed by the other party in the course of performance of these Terms that a party knows or reasonably should know is considered confidential by the disclosing party ("Confidential Information"). The parties hereby agree the terms and conditions of these Terms, and any discussions related to the Service shall be considered Confidential Information. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall 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 or agents who require access in order to perform and who agreed to be bound by these obligations of confidentiality and non-disclosure. Upon termination of these Terms for any reason, and at the request of the disclosing party, the receiving party shall promptly return or destroy (at the disclosing party's option), all copies of the other party's Confidential Information.

10.2 Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party hereto that

rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of these Terms; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

11. WARRANTY.

11.1 EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, THE SERVICE IS PROVIDED "AS IS," AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SPROUT SOCIAL MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, IMPLIED WARRANTIES OR MERCHANTABILITY, TITLE, AGAINST INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICE (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICE PROVIDED TO COMPANY BY SPROUT SOCIAL, OR OTHERWISE UNDER THESE TERMS. WITHOUT LIMITING THE FOREGOING, SPROUT SOCIAL DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT USE OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR FREE. SPROUT SOCIAL DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER COMMUNICATIONS, PROBLEMS RELATED TO THE SERVICE OR ITS USE, LOSS OF PERSONAL CONTENT ON THE SITE, LOST OR UNDELIVERABLE EMAIL, AND FOR ANY OTHER REASON.

11.2 Sprout Social provides the platform for the Service. Sprout Social does not monitor content published through the Service and, except for the accurate transmission of Company inputted data, Sprout Social is not responsible for content published through the Service. Notwithstanding the foregoing, Sprout Social reserves the right to delete, move, or edit messages or materials, including, but not limited to, advertisements, public postings, and messages, that it, in its sole discretion, deems necessary to be removed. Sprout Social does not control or vet user generated content for accuracy. Although Sprout Social provides rules for user conduct and postings, Sprout Social does not control and Sprout Social is not responsible for what users post, transmit or share on or through the Site or any other website (even if such content is published on or through the Site). Sprout Social is not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content Company may encounter on the Site. Sprout Social is not responsible for the

conduct, whether online or offline, of any user of the Site or the Service. Further, Sprout Social is not responsible or liable in any manner for any 3rd party applications, software, viruses, etc. that are uploaded or posted on the Site, caused by users of the Site, or that are related to the use of the Service by third parties, or caused by any third parties' use of the equipment or programming associated with or utilized in the Site or the Service. Notwithstanding the foregoing, Sprout Social reserves the right to delete, move, or edit messages or materials, including, but not limited to, advertisements, public postings, and messages, that we, in our sole discretion, deem necessary to be removed.

11.3 SPROUT SOCIAL CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE AND/OR THE SERVICE.

12. INDEMNIFICATION.

12.1 By Company for Third-Party Claims Arising Out of Its Breaches of the Agreement. Company shall indemnify, defend, hold harmless Sprout Social, its affiliates, directors, officers, employees, or agents or, at its option, settle, any third party claim or suit based on a claim of any breach of these Terms by Company, its affiliates, directors, officers, employees or agents, and Company shall pay any final judgment entered against Sprout Social in any such proceeding or agreed to in settlement. Sprout Social will promptly notify Company in writing of such claim or suit and give all information and assistance reasonably requested by Company or such designee.

12.2 By Sprout Social for Third-Party Claims Arising Out of Its Breaches of the Agreement. Sprout Social shall indemnify, defend, hold harmless Company, its affiliates, directors, officers, employees, or agents or, at its option, settle, any third party claim or suit based on a claim of any breach of these Terms by Sprout Social, its affiliates, directors, officers, employees or agents, and Sprout Social shall pay any final judgment entered against Company in any such proceeding or agreed to in settlement. Company will promptly notify Sprout Social in writing of such claim or suit and give all information and assistance reasonably requested by Sprout Social or such designee.

12.3 By Sprout Social for Violation of Third-Party IP Claims. Sprout Social will indemnify and hold Company harmless, from and against any claim against Company by reason of Company's use of the Service as permitted hereunder, brought by a third party alleging that the Service (excluding content published by Company through the Services) infringes a valid patent or copyright, or misappropriates a third party's trade secret (such claims, collectively, "Claim"). Sprout Social shall, at its expense, defend such Claim and pay damages finally awarded against Company in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Sprout Social for such defense, provided that (i) Company promptly notify Sprout Social of the threat or notice of such Claim, (ii) Sprout Social will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such Claim, and (iii) Company fully cooperate with Sprout Social in connection therewith. If Company's use of the Service has become, or in Sprout Social's opinion is likely to become, the subject of any such Claim, Sprout Social may at its option and expense (a) procure for Company the right to continue using the

Service as set forth hereunder; (b) replace or modify the Service to make it non-infringing; or (c) if options (a) or (b) are not reasonably practicable, terminate these Terms and repay Company any unused Service fees. Sprout Social will have no liability or obligation under this Section 12.3 with respect to any Claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by Company; (ii) modification of the Service by anyone other than Sprout Social; or (iii) the combination, operation or use of the Service with other hardware or software where the Service would not by itself be infringing.

12.4 The provisions of Section 12.3 state the sole, exclusive and entire liability of Sprout Social to Company and constitute Company's sole remedy with respect to a Claim brought by reason of Company's permitted use of the Service.

13. LIMITATION OF LIABILITY.

13.1 No Consequential Damages. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THESE TERMS, OR SUCH PARTY'S AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED BY SUCH PARTY IN CONNECTION WITH THESE TERMS OR THE SERVICE, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

13.2 Limits on Monetary Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND EXCLUDING SPROUT SOCIAL'S INDEMNITY OBLIGATIONS IN SECTION 12, SPROUT SOCIAL'S (INCLUDING ANY OF ITS AFFILIATES) AGGREGATE LIABILITY, FOR DAMAGES (MONETARY OR OTHERWISE) UNDER THESE TERMS CLAIMED BY COMPANY OR ANY THIRD PARTY ARISING FROM SPROUT SOCIAL'S SERVICE, SHALL BE LIMITED TO THE LESSER OF (I) ACTUAL DAMAGES INCURRED, OR (II) PAYMENTS MADE BY COMPANY FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 13.2 IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT THEIR POTENTIAL LIABILITY GIVEN THE FEES CHARGED UNDER THESE TERMS, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF SPROUT SOCIAL WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THESE TERMS.

13.3 State Prohibition of Limitation of Liability and Disclaimer of Implied Warranties. Some states do not allow the exclusion of implied warranties or limitation of liability for

incidental or consequential damages, which means that some of the above limitations may not apply to Company. IN THESE STATES, SPROUT SOCIAL'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

14. MARKETING. Company and Sprout Social will work together to issuing a press release for publication announcing Company's participation and use of the Service within 60 days of the Effective Date, provided . If Sprout Social obtains prior written consent from Company, Sprout Social may use Company's name as part of a general list of Companies and may refer to Company as a user of the Service in its general advertising and marketing materials.

15. GENERAL.

15.1 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this agreement in its entirety (and the terms of any agreement between Sprout Social and Company related to the Service), without consent of the other party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of these Terms upon written notice to the assigning party. In the event of such a termination, Sprout Social shall refund to Company any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, these Terms and any other agreements entered into by the parties, shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

15.2 Entire Agreement; Amended Terms. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof, all previous understandings whether oral or written having been merged herein. No representations or warranties have been made other than those expressly set forth herein. Without limiting the foregoing, the parties have not relied on any oral statements that are not included in the Terms. The Terms may not be changed, modified, renewed, extended, or discharged or any covenant or provision hereof waived except by an agreement in writing signed by both parties. These Terms supersede prior versions of these Terms.

15.3 Severability. If any provision of these Terms, or the application thereof under certain circumstances, is held to be invalid or unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms, or the application of such provision under other circumstances, shall remain in full force and effect.

15.4 Export Control. Company's use of the Service, including Sprout Social's software, is subject to export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department's Office of Foreign Assets Control.

Company shall not — directly or indirectly — sell, export, re-export, transfer, divert, or otherwise dispose of any Service or Software to any end-user without obtaining the required authorizations from the appropriate government authorities. Company also warrants that Company is not prohibited from receiving US origin products, including services or software.

15.5 Relationship; Independent Contractor. Nothing herein contained shall be so construed as to constitute the parties as principal and agent, employer and employee, partners or joint venturers, nor shall any similar relationship be deemed to exist between the parties. Neither party shall have any power to obligate or bind the other party, except as specifically provided herein.

15.6 Survival. Sections 1 (Service), 3 (Ownership), 4 (Use of Services and Restrictions), 10 (Termination), 11 (Confidentiality), 12 (Warranty), 13 (Indemnification), 14 (Limitation of Liability), and 16 (General) will survive any termination of these Terms.

15.7 Governing Law. The validity, interpretation and performance of these Terms shall be governed by the laws of the State of Illinois without giving effect to the conflicts of laws provisions or principals thereof.

15.8 Arbitration of Disputes. If the parties cannot amicably resolve any legal dispute or damage claim that should arise from these Terms, Company's interactions with the Site, the Service, and/or either party's conduct related to the Service, the parties agree to resolve any such dispute or damage claim by arbitration. The arbitration proceeding shall be conducted in Chicago, Illinois, in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of both Company and Sprout Social. If the parties cannot agree on an arbitrator, then the American Arbitration Association shall select an arbitrator from the National Panel of Arbitrators. The laws of the State of Illinois shall apply to the arbitration proceedings. The parties agree that the arbitrator cannot award punitive damages to either party and agree to be bound by the arbitrator's findings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, which shall include, but not be limited to, the courts within Cook County, Illinois.

15.9 Federal Government End Use Provisions. If Company is a U.S. federal government end user, this Service is 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, this Service is licensed to Company with only those rights as provided under the terms and conditions of these Terms.

15.10 Waiver. Sprout Social's failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of these Terms.

15.11 Notices. Notice: All notices under these Terms shall be in writing and shall be delivered in person, certified first-

class mail return receipt requested, or by nationally recognized overnight courier with signed receipt addressed to the party at its address(es) set forth below (or such other address as either party may designate in writing). Notice shall be effective upon receipt. Where appropriate for operational matters, notice shall be both promptly e-mailed and sent as described above.

If to Sprout Social:
Rachael Pfenning
Vice President, Operations
30 N. Racine Ave.

Chicago, IL 60607

If to Company:
City of Las Vegas
Manager, Purchasing & Contracts Division
495 S. Main St., 3rd Floor
Las Vegas, NV 89101

All notices sent pursuant to the terms of this Section 16.11 shall be deemed received (a) if personally delivered, then on the date of delivery; (b) if sent by overnight, express courier, then on the next business day immediately following the day sent; or (c) if sent by registered or certified mail, then on the earlier of the third business day following the day sent or when actually received.

15.12 Headings. The headings preceding the text on the sections and subsections of these Terms are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

15.13 Relationship of Parties. Nothing herein contained shall be so construed as to constitute the parties as principal and agent, employer and employee, partners or joint venturers, nor shall any similar relationship be deemed to exist between the parties. Neither party shall have any power to obligate or bind the other party, except as specifically provided herein.

15.14 Counterpart Signatures. This Agreement may be executed in counterparts. All such counterparts will constitute the same agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

SPROUT SOCIAL, INC.

YOLANDA C. JONES, C.P.M., CPPO
Manager, Purchasing and Contracts

Date

RACHAEL PFENNING
Vice President, Operations

Date

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

Date

APPROVED AS TO FORM:



Deputy City Attorney



Date



PREPARED FOR Jennifer Davies
 BUSINESS NAME City of Las Vegas
 ADDRESS 495 S. Main St.
 Las Vegas, NV 89101
 SPROUT ID 294642

PAYMENT TERMS Due on Receipt
 START DATE 4/30/2014
 SUBSCRIPTION TERM Month-To-Month
 LICENSED USERS 3
 SOCIAL PROFILES 50

DESCRIPTION	MONTHLY RATE	SUBTOTAL
Sprout Social Premium Plan	\$500	\$500
AGREEMENT TOTAL		\$500

ACCEPTED BY

DATE

*THIS AGREEMENT IS VALID 2 WEEKS FROM RECEIPT

PAYMENT TERMS

Sprout offers access to their software with payment made in advance of the subscription period. To maintain access, payment must be made in accordance with terms of this agreement. Payments can be made with Check, Credit Card or Wire Transfer. Pro-rated refunds are not provided for early cancellation.

ADDING USERS/UPGRADES

When adding users to an existing subscription, you will be invoiced separately for the additional users for the remaining months (or portions thereof) of your subscription. To add users to your subscription or change plans, you will need to contact your account manager.

AUTO RENEWAL

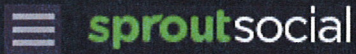
Your subscription, including any additional users added during your term, will automatically renew unless we receive written notice to your account manager or to sales@sproutsocial.com at least 30 days prior to expiration.

TERMS OF SERVICE

Except for details outlined in this agreement, the relationship between Sprout Social and the Customer are governed by the Terms of Service and the two documents collectively establish the terms of the relationship upon acceptance.

We're confident that Sprout will be the best social media management option for your business. We can't wait for you to join the Sprout family!

- Team Sprout



Sprout Social, Inc. Privacy Policy

Sprout Social is committed to doing business with the highest ethical standards and appropriate internal controls. Our Privacy Policy applies to all users of www.sproutsocial.com (the "Site"). Sprout Social's Terms of Service ("Terms") is incorporated herein by reference and is available at www.sproutsocial.com/terms. All defined terms in the Privacy Policy shall have the same meaning as defined in the Terms. Sprout Social adheres to the following policies with regards to Your privacy.

1. Definitions

A. "Non-Personal Information" is information that is in no way personally identifiable and that is obtained automatically through Your simple use of the Site with a web browser or the Service.

B. "Personally Identifiable Information" is non-public information that is personally identifiable and obtained in connection with providing a product or service to You. It may include information such as name and address.

2. Information Collected

When You enter the Site, We collect Non-Personal Information such as Your browser type and IP address. Likewise, in order to offer You meaningful products and services and for other reasons, We may collect Personally Identifiable Information about You from the following sources:

- Information You give us on applications or other forms on the Site and/or Software; or
- Information You send us via any medium, including, but not limited to email, telephone, and social media interaction; or
- If You use a mobile device platform to access the Services or

- communicate with Sprout Social, information transmitted from Your mobile device; or
- Information purchased from third parties.

A. Registration

In order to become a User (as defined in the Terms), You must provide us the following information to create an account: name, email address, company name and address, phone number, credit card information, Your Twitter username and authorization to access Your Twitter account.

Sprout Social may request other information from You during or after the registration process that Sprout Social uses to provide better and more customized services to Users. You acknowledge that this information is personal to You, and by creating an account on Sprout Social, You may allow others, including Sprout Social, to identify You and to allow Sprout Social to use Your information in accordance with the Terms.

B. Customer Service

We collect information when You interact with Sprout Social's customer service in order to accurately categorize and respond to customer inquiries and investigate breaches of Our terms.

C. Using Third Party Services and Visiting Third Party Sites

Information You provide to third-party sites/websites through the Service are not within the control of Sprout Social and You provide such information at Your own risk. The terms and conditions of use and the privacy policies of those websites that You provide information to through the Service will govern their use of such information. Any information You share with a third-party site through the Service will be collected by Sprout Social. Sprout Social will use such information in compliance with this Privacy Policy.

D. Use of Cookies

The Site may send a "cookie" to Your computer. A cookie is a small piece of data that is sent to Your browser from a web

server and stored on Your computer's hard drive. A cookie cannot read data off Your hard disk or read cookie files created by other sites. Cookies do not damage Your system. Cookies allow us to recognize You as a user when You return to the Sprout Social website using the same computer and web browser. We use cookies to identify which areas of Our site You have visited, so the next time You visit the site, those pages may be readily accessible. We also may use this information to better personalize the content that You see on the Site. Most browser software can be set to reject Cookies. However, if You reject Our Cookies, certain functionality on the Site may not work correctly or at all. We do not link Non-Personal Information from Cookies to Your Personally Identifiable Information.

In the course of optimizing the Service to Our Users, We may allow authorized third parties to place or recognize a unique cookie on Your browser. Any information provided to third parties through cookies will not be personally identifiable, but may provide general segment information for the enhancement of Your user experience by providing more relevant advertising. Sprout Social does not store unencrypted personally identifiable information in the cookies.

E. Web Beacons

Sprout Social also may use web beacons, pixels, anonymous ad network tags, and cookies to collect Non-Personal Information about Your use of the Site and the websites of selected sponsors and advertisers, to collect anonymized, aggregated auditing, research and reporting for advertisers, and to collect data related to Your use of special promotions or newsletters. The information collected by Web Beacons also allows us to statistically monitor how many people open Our emails and for what purposes these actions are being taken. Our Web Beacons are not used to track Your activity outside of the Site or the websites of Our sponsors. We do not link Non-Personal Information from Web Beacons to Personally Identifiable Information without Your permission. However, because Your web browser requests advertisements and web beacons directly

from ad network servers, these networks can view, edit or set their own cookies, just as if You had requested a web page from their site. If You are a non-registered Visitor to the Site, the only information We collect will be Non-Personal Information through the use of cookies or web beacons.

F. Log files, IP Addresses and information about Your computer and mobile device

Due to the communications standards on the internet, when You visit the Site We automatically receive the URL of the site from which You came and the site to which You are going when You leave Sprout Social's Site. Sprout Social also receives the internet protocol ("IP") address of Your computer (or the proxy server You use to access the World Wide Web), Your computer operating system and type of web browser You are using, email patterns, Your mobile device (including Your UDID) and mobile operating system (if You are accessing the Site using a mobile device), as well as the name of Your ISP or Your mobile carrier. Sprout Social may also receive location data passed to it from third-party services or GPS-enabled devices that You have enabled. Also, as described above in Section 2.D. Sprout Social receives information when You access third-party web pages through the Service. The link between Your IP address and Your personally identifiable information is not shared with third parties without Your permission, except as described in Section 8. ("When We May Disclose Your Information"), below.

3. Exemptions from Privacy Policy

Our Privacy Policy does not apply to any information You may send to Sprout Social by email or instant messaging programs (i.e. AOL, Yahoo, etc.), as email and instant messages are not recognized as secure communication forms. As such, We request that You do not send any information, which You consider private, to us by email or instant message. Furthermore, Our Privacy Policy does not apply to any information You post from Our Software to other websites (i.e. Twitter, Facebook, etc.), due to the public nature of such postings.

4. Use of Personally Identifiable Information

Sprout Social uses and/or intends to use Personal Information to:

- Operate and improve the Site;
 - Provide Users with the Service and other products and services that a User may request or that a User has expressed interest in;
 - Facilitate subscription processing, reviews and analysis;
 - Evaluate User interest and needs in order to improve the Service and make available other offers, products or services;
 - Evaluate the types of offers, products or services We make available to Users and potential Users;
- Track use of the Services;
- Provide customer support;
 - Communicate and provide additional information that may be of interest to Users through email or other means, such as special offers, announcements, and marketing materials;
 - Send You reminders, technical notices, updates, security alerts and support and administrative messages, service bulletins, or marketing;
 - Provide advertisements to You through email messages; and
 - Manage Our everyday business needs such as Site administration, forum management, fulfillment, analytics, fraud prevention, enforcement of Our corporate reporting obligations, Terms of Use or to comply with the law.

5. Links/Postings to Other Sites

The Site and/or Software may contain links to other websites. Sprout Social is not responsible for the actions, practices, or content of such websites linked to or from the Site and/or

Software. You understand that such websites may have their own legal documents to which You must agree to prior to using and that We have no control over these legal documents. As always, You understand that it is Your responsibility to verify Your legal use of a website as well as use of information from the website with the corresponding website owner

6. Market Research

Sprout Social may conduct online research surveys in order to gather feedback about the Site and opinions on important issues, through email invitations. When participating in a survey, We may ask You to submit Personally Identifiable Information. This Personally Identifiable Information is used for research purposes, and is not used for sales solicitations. Personally Identifiable Information collected through market research will be used only by Sprout Social and will not be given or sold to a third party without Your consent or as otherwise permitted by this Privacy Policy.

7. Use of Aggregate Data

Sprout Social may combine Non-Personal Information You provide through the Site with information from other users to create aggregate data that may be disclosed to third parties. Aggregate information does not contain any information that could be used to identify You and does not include Your personal contact information.

8. When We May Disclose Your Information

Except as set forth below or as specifically agreed to by You, Sprout Social will not disclose any Personally Identifiable Information as gathered from You on the Site.

A. We may share Personally Identifiable information in limited fashion to Our contractors and service providers that perform services on Our behalf, including, but not limited to, operation of the Site technology, marketing services, and other related services. Unless You have opted-out (see Section 8.C. below) of such sharing, these contractors also may have access to Your

email address to send newsletters or special promotions to You on Our behalf or to send emails to You for purposes such as conducting market research on Our behalf. Access to Your Personally Identifiable Information by such contractors and service providers is limited to the information reasonably necessary for the contractor to perform its limited function for Sprout Social. We also contractually require that such contractors and service providers: 1) protect the privacy of Your Personally Identifiable Information consistent with this Privacy Policy, and 2) not use or disclose Your Personally Identifiable Information for any purpose other than providing us with products and services as required by law.

B. We may share Personally Identifiable information We collect, as permitted by law, to companies such as credit reporting agencies, or servicing and processing companies, or when required or advised to do so in response to a valid legal requirement to release this information such as a state or federal law, regulation, search warrant, subpoena, or court order; or (2) in special cases, such as in response to a physical threat to You or others, to protect property, or defend or assert legal rights, to defend ourselves in litigation. In the event that We are legally compelled to disclose Your Personally Identifiable information to a third party, We will attempt to notify You unless doing so would violate the law or court order.

C. If You prefer that We do not share certain information with Our contractors and service provider, as described above, You can direct us not to share that information by contacting us (support@sproutsocial.com). Please note that an opt-out with respect to information sharing will not apply to information sharing arrangements described Sections 8.A or B.

Finally, Sprout Social may provide content and services to You through websites other than Our own. Sprout Social will not disclose Your Personally Identifiable Information to these 3rd party websites without Your consent, but You should be aware that any information You disclose on such sites is NOT subject to this Privacy Policy.

9. Security Policy & User ID/Password

Our site utilizes various information security measures such as internet firewalls, an intrusion detection system, encrypted data transmission, and operating procedures to protect Your personal data, accounts, passwords, etc. This information is kept completely separate and confidential, unless You have given someone-else Your user ID and password. As such, You should protect Your user ID and password and NOT share it with anyone. If You believe Your user ID and password have been compromised and You have trouble changing your user ID/password on the Site or within the application, please contact Our technical support department (support@sproutsocial.com).

10. CAN-SPAM Compliance Notice

Sprout Social and its affiliates fully comply with the federal CAN-SPAM Act. You can always opt out of receipt of further email correspondence from us.

11. Transfer of Ownership

If the entire or substantial ownership of the Site were to change, Your user information may be transferred to the new owner so the service can continue operations. In any such transfer of information, Your user information would remain subject to the promises of Our then current Privacy Policy.

12. Notice to Residents of Countries outside of the United States of America

Sprout Social is headquartered in the United States of America. Personal Information may be accessed by us or transferred to us in the United States or to Our affiliates, business partners, merchants, or service providers elsewhere in the world. By providing us with Personally Identifiable Information, You consent to this transfer. We will protect the privacy and security of Personally Identifiable Information according to Our Privacy Policy, regardless of where it is processed or stored.

13. California Privacy Rights

Pursuant to Section 1798.83 of the California Civil Code, residents of California can obtain certain information about the types of Personally Identifiable Information that companies with whom they have an established business relationship have shared with third parties for direct marketing purposes during the preceding calendar year. In particular, the law provides that companies must inform consumers about the categories of Personally Identifiable Information that have been shared with third parties, the names and addresses of those third parties, and examples of the types of services or products marketed by those third parties. To request a copy of the information disclosure provided by Sprout Social pursuant to Section 1798.83 of the California Civil Code, please contact us via email to support@sproutsocial.com.

14. Your Acceptance of This Privacy Policy

This is Our entire Privacy Policy and it supersedes any earlier version. You agree to it every time You use the Site and/or Software.

If We make any material changes to this Privacy Policy, We will notify You by email or by posting a prominent notice on the Site prior to the change becoming effective. We encourage You to periodically review this page for the latest information on Our privacy practices. Your continued use of the Site or Service constitutes Your agreement to be bound by such changes to this Policy. Your only remedy, if You do not accept the terms of this Policy, is to discontinue use of the Site and Service.

15. Questions About This Privacy Policy

Should You have a privacy question about the Site and/or Software, please email Our customer service department (support@sproutsocial.com).

FEATURES

Engagement
Publishing
Monitoring
Analytics
Collaboration
CRM
HelpDesk
Mobile
Customer Care

COMPANY

Customers
Pricing
About
Partners
Affiliates
Careers
Privacy
Legal

CONNECT

Twitter
Facebook
Google+

SUPPORT

Email Us
System Status

DOWNLOAD

iPhone
iPad
Android
Brand Assets

INSIGHTS

Articles
Resources
Press
Authors
Contact Insights

SHARE



TWEET



SHARE



SHARE



SHARE

SECURE, RELIABLE *and* TRUSTED



Twitter Certified Product

Sprout is a Twitter certified partner for Engagement and Analytics.



Preferred Marketing Developer

Sprout is a Facebook Preferred Marketing Developer for Management & Insights.



Google+ Pages API Partner

Sprout is a Google+ Pages certified third-party management tool.

sproutsocial

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