

**Exhibit A**  
**SPROUT SOCIAL, INC.**  
**BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (“**BAA**”) is incorporated into, and forms a part of, the Agreement (as defined herein) between Sprout Social, Inc. (“**Sprout Social**”) and the entity entering the Agreement as a subscriber of any Sprout Social’s services (“**Subscriber**”). All capitalized terms not defined in this BAA shall have the same meanings set forth in the Agreement.

**1. DEFINITIONS**

1.1 For the purposes of this BAA:

- (a) “**Administrative, Physical, and Technical Safeguards**” shall collectively have the meaning given to each term in 45 C.F.R. § 164.304.
- (b) “**Agreement**” means the applicable Sprout Social Service Subscription Agreement, or other written or electronic agreement executed by and between Sprout Social and Subscriber governing Subscriber’s access and use of the Services.
- (c) “**Breach**” shall have the same meaning given to such term in 45 C.F.R. § 164.402.
- (d) “**Breach Notification Rule**” shall mean the rule related to breach notification for Unsecured Protected Health Information codified at 45 C.F.R. Parts 160 and 164, subpart D.
- (e) “**Business Associate**” shall have the same meaning given to such term in 45 C.F.R. § 160.103.
- (f) “**Covered Entity**” shall have the same meaning given to such term in 45 C.F.R. § 160.103.
- (g) “**Confidentiality, Integrity, and Availability**” shall collectively have the meaning given to each term in 45 C.F.R. § 164.304.
- (h) “**Designated Record Set**” shall have the same meaning given to such term in 45 C.F.R. § 164.501.
- (i) “**Electronic Protected Health Information**” or (“**EPHI**”) shall have the meaning given to such term in 45 C.F.R. § 160.103, limited to the information created or received by Sprout Social from or on behalf of Subscriber.
- (j) “**HITECH**” means the Health Information Technology for Economic and Clinical Health Act, as part of the American Recovery and Reinvestment Act of 2009, at Pub. L. No. 111-5.

- (k) **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996 Pub. L. No. 104-191 as amended by the final regulations promulgated pursuant to HITECH.
- (l) **"HIPAA Rules"** shall mean the Privacy Rule, the Security Rule, and the Breach Notification Rule.
- (m) **"Individual"** shall have the same meaning given to such term in 45 C.F.R. § 160.103 and shall include a person who qualifies as a Personal Representative in accordance with 45 C.F.R. § 164.502(g).
- (n) **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information, codified at 45 C.F.R. Parts 160 and 164, subparts A and E.
- (o) **"Protected Health Information"** or ("**PHI**") shall have the meaning given to such term in 45 C.F.R. § 160.103, limited to the information created or received by Sprout Social from or on behalf of Subscriber.
- (p) **"Required by Law"** shall have the same meaning given to such term in 45 C.F.R. § 164.103.
- (q) **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his designee.
- (r) **"Security Incident"** shall have the same meaning given to such term in 45 C.F.R. § 164.304.
- (s) **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information, codified at 45 C.F.R. Parts 160 and 164, subparts A and C.
- (t) **"Subcontractor"** shall have the same meaning given to such term in 45 C.F.R. § 160.103.
- (u) **"Unsecured PHI"** shall have the same meaning given to such term in 45 C.F.R. § 164.402.

## 2. SCOPE OF THIS BAA.

- 2.1 Scope. The parties agree that this BAA is only applicable to the extent Sprout Social is acting in such a way as to establish: (i) a business associate relationship with Subscriber under 45 C.F.R. § 160.103, if Subscriber is a Covered Entity, or (ii) a subcontractor relationship with Subscriber under 45 C.F.R. § 160.103 if Subscriber is a Business Associate. Subscriber acknowledges and agrees that the Agreement prohibits Subscriber from providing Sensitive Information, including but not limited to PHI, to Sprout Social through the Services.

2.2 Third-party Services. Subscriber acknowledges and agrees that: (i) Third-Party Services connected to the Services may not comply with HIPAA, HITECH, or the HIPAA Rules; and (ii) Sprout Social disclaims all liability related to Third-Party Services' processing of PHI and any related transfers of PHI to or from Sprout Social.

### **3. PRIVACY RULE PERMITTED USES AND DISCLOSURES BY SPROUT SOCIAL**

3.1 Permitted Uses and Disclosures. Sprout Social may only use and disclose PHI: (i) to perform functions, activities, or services for or on behalf of Subscriber; (ii) as specified in or authorized by the Agreement; or (iii) as specified in Section 3.2 through Section 3.5 below.

3.2 Required by Law. Sprout Social may use and disclose PHI as Required by Law, including using PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3.3 Use and Disclosure for Management and Administration. Sprout Social may use and disclose PHI for the proper management and administration of its business and to carry out the legal responsibilities of Sprout Social; however, Sprout Social may only disclose PHI for such purposes if: (i) the disclosure is Required by Law, or (ii) Sprout Social obtains reasonable assurances from any recipient of such PHI that (a) the PHI will remain confidential and be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient, and (b) the recipient will notify Sprout Social of any instances of which it is aware in which confidentiality of the PHI was breached.

3.4 Data Aggregation. Sprout Social may provide data aggregation services relating to the health care operations of Subscriber as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

3.5 De-Identification. Sprout Social may de-identify PHI as permitted by 45 C.F.R. § 164.514, and may use and disclose de-identified information, provided that any such use or disclosure is consistent with applicable law.

### **4. PRIVACY RULE OBLIGATIONS AND ACTIVITIES OF SPROUT SOCIAL**

4.1 Limitation on Use and Disclosure. Sprout Social shall not use or disclose PHI other than as permitted or required by this BAA or the Agreement or as Required by Law. Sprout Social shall not use or disclose PHI in a manner that would violate the Privacy Rule if done by Subscriber, unless expressly permitted to do so pursuant to the Privacy Rule and this BAA.

4.2 Appropriate Safeguards. Sprout Social shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this BAA or the Agreement or as Required by Law.

4.3 Obligations on Behalf of Covered Entities. To the extent Sprout Social agrees to carry out an obligation for which Subscriber is responsible under the Privacy Rule, and subject to Subscriber's compliance with its obligations under Section 7 of this BAA, Sprout Social must comply with the requirements of the Privacy Rule that apply to the

Subscriber in the performance of such obligation.

- 4.4 Reporting of Improper Use or Disclosure. Sprout Social shall report to Subscriber any use or disclosure of PHI not permitted by this BAA of which Sprout Social becomes aware.
- 4.5 Sprout Social's Subcontractors. Sprout Social shall ensure, consistent with 45 C.F.R. § 164.502(e)(1)(ii), that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Sprout Social agrees in writing to substantially similar restrictions and conditions that apply through this BAA to Sprout Social with respect to such PHI.
- 4.6 Access to PHI. Only to the extent Sprout Social agrees to maintain PHI in a Designated Record Set on behalf of Subscriber, Sprout Social shall, within the time required by the HIPAA Rules, provide access to such PHI to Subscriber after receipt of a written request by Subscriber, in order for Subscriber to meet its obligations under the Privacy Rule at 45 C.F.R. § 164.524. If an Individual submits a request for access directly to Sprout Social, Sprout Social shall notify Subscriber without undue delay after Sprout Social determines that such request relates to Subscriber; provided that Sprout Social shall respond within any time period required by the HIPAA rules. Subscriber shall be responsible for responding to such requests.
- 4.7 Amendment of PHI. Only to the extent Sprout Social agrees to maintain PHI in a Designated Record Set on behalf of Subscriber, Sprout Social shall, within the time required by the HIPAA Rules, provide access to such PHI to Subscriber after receipt of a written request by Subscriber, in order for Subscriber to meet its obligations under 45 C.F.R. § 164.526. If an Individual requests an amendment of PHI directly from Sprout Social, Sprout Social shall notify Subscriber after receiving such request and determining that such request relates to Subscriber. Subscriber shall be responsible for responding to such requests. Any denial of amendment of PHI maintained by Sprout Social shall be the responsibility of Subscriber.
- 4.8 Accounting/Documentation of Disclosures. To the extent applicable, Sprout Social shall document disclosures of PHI and information related to such disclosures as would be required for Subscriber to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule at 45 C.F.R. § 164.528. Sprout Social shall, within the time required by the HIPAA Rules, provide Subscriber with such documentation after receipt of a written request from Subscriber. If an Individual submits a request for an accounting of disclosures of PHI directly to Sprout Social, Sprout Social shall notify Subscriber after receiving such request and provide Subscriber the aforementioned documentation. Subscriber shall be responsible for responding to such requests.
- 4.9 Government Access to Records. Sprout Social shall make available to the Secretary its internal practices, books and records, relating to the use and disclosure of PHI received from, or created or received by Sprout Social on behalf of Subscriber, for purposes of determining Subscriber's compliance with the HIPAA Rules.
- 4.10 Minimum Necessary. Sprout Social agrees to comply with the minimum necessary

standard for Sprout Social as set forth in the Privacy Rule, 45 C.F.R. § 164.502(b).

## **5. SECURITY RULE OBLIGATIONS OF SPROUT SOCIAL**

- 5.1 Compliance with the Security Rule. Sprout Social shall comply with the Security Rule with respect to EPHI, and have in place reasonable and appropriate Administrative, Physical, and Technical Safeguards to protect the Confidentiality, Integrity, and Availability of EPHI and to prevent use or disclosure of EPHI other than as permitted by this BAA, the Agreement, or as Required by Law.
- 5.2 Subcontractors. Sprout Social shall ensure that any Subcontractor that creates, receives, maintains, or transmits EPHI on behalf of Sprout Social agrees in writing to comply with the Security Rule with respect to such EPHI.
- 5.3 Security Incident. Sprout Social shall promptly report any successful Security Incident involving EPHI of which it becomes aware. Sprout Social shall not be required to report unsuccessful incidents. For purposes of this BAA, an “unsuccessful” Security Incident is an unsuccessful attempt to breach the security of Sprout Social’s systems that Sprout Social determines was targeted at Sprout Social’s systems storing Subscriber’s EPHI, and includes, but is not limited to, general pings and other broadcast attacks on Sprout Social’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as no such incident resulted in unauthorized access, use or disclosure of PHI, and such unsuccessful Security Incidents shall be deemed as having been reported.

## **6. BREACH NOTIFICATION RULE OBLIGATIONS OF SPROUT SOCIAL**

- 6.1 Notification Requirement. To the extent Sprout Social accesses, retains, modifies, records, stores, destroys or otherwise holds, uses, or discloses Unsecured PHI, following the discovery of a Breach of Unsecured PHI, notify Subscriber of any such Breach in accordance with 45 C.F.R. § 164.410 without unreasonable delay, and in no case later than sixty (60) days after discovery of the Breach.
- 6.2 Discovery of Breach. For purposes of reporting a Breach to Subscriber, the discovery of a Breach shall occur on the first day on which such Breach is known to Sprout Social or, by exercising reasonable diligence would have been known to any person (other than the person committing the Breach) who is an employee, officer or agent of Sprout Social.
- 6.3 Contents of Notification. Any notice referenced above in Section 6.1 of this BAA will include, to the extent known to Sprout Social, the identification of each individual whose Unsecured PHI has been or is reasonably believed by Sprout Social to have been accessed, acquired, used, or disclosed during such Breach. Sprout Social will also provide to Subscriber other available information that is required to be included in the notification to the individual pursuant to the Breach Notification Rule.

## **7. SUBSCRIBER OBLIGATIONS**

- 7.1 Permissible Uses and Disclosures. Subscriber shall not request Sprout Social to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Subscriber.
- 7.2 Further Limitations on Uses and Disclosures. To the extent Subscriber (or the applicable Covered Entity) has agreed to further limitations on uses and disclosures of PHI, Subscriber shall notify Sprout Social of such additional restrictions, including any limitations in or changes to Subscriber's (or the applicable Covered Entity's) Notice of Privacy Practices issued in accordance with 45 C.F.R. § 164.520, to the extent such limitation(s) or change(s) may affect Sprout Social's use or disclosure of PHI.
- 7.3 Consents and Authorizations. To the extent Subscriber provides PHI to Sprout Social, Subscriber has obtained all consents, authorizations and/or other forms of legal permission required under HIPAA and other applicable law, if any.
- 7.4 Notice of Changes or Revocation of Permission. Subscriber shall notify Sprout Social, in writing, of any changes or revocation of permission by an Individual to use or disclose that Individual's PHI, to the extent such change(s) or revocation(s) affect(s) Sprout Social's use or disclosure of PHI.
- 7.5 Notice of Restrictions to Uses and Disclosures. Subscriber shall promptly notify Sprout Social, in writing, of any restriction to the use or disclosure of PHI that Subscriber (or the applicable Covered Entity) has agreed to in accordance with 45 C.F.R. § 164.522, to the extent such restriction may affect Sprout Social's use or disclosure of PHI.
- 7.6 Minimum Necessary. Subscriber represents that, to the extent Subscriber provides PHI to Sprout Social, such information is only the Minimum Necessary amount of PHI to accomplish the intended purpose of the disclosure.
- 7.7 Cooperation. In the event the Secretary investigates any complaint against Sprout Social or conducts a compliance review of Sprout Social in connection with Sprout Social's activities performed under this BAA, Subscriber agrees to fully cooperate with and assist Sprout Social, as requested, in responding to such complaint or compliance review.

## **8. TERM AND TERMINATION**

- 8.1 Term. This BAA shall be effective as of the date of the later of the two signatures below and shall terminate upon termination or expiration of the applicable Agreement, or when either party terminates for cause as authorized below, whichever is sooner.
- 8.2 Termination for Cause. Either party may terminate this BAA if it determines that the other party has breached a material term of this BAA, after providing written notice to the breaching party in sufficient detail to enable the breaching party to understand the specific nature of the breach and allowing a reasonable opportunity for the breaching party to cure the breach. If the notified party fails to cure the breach within a reasonable amount of time following such written notice, the non-breaching party may terminate this BAA; provided, however, that Subscriber shall be responsible for

payment for Services provided prior to the effective date of termination.

- 8.3 Termination by Sprout Social. Sprout Social shall have the right to terminate this BAA and the Agreement if Sprout Social reasonably determines that it can no longer meet its obligations as a Business Associate under HIPAA, HITECH, or the HIPAA Rules.
- 8.4 Effect of Termination. Upon termination of this BAA for any reason, Sprout Social, with respect to PHI received from Subscriber, or created, maintained, or received by Sprout Social on behalf of Subscriber, shall, if feasible, return or destroy all such PHI that Sprout Social still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Sprout Social shall continue to extend the protections of this BAA to such PHI as required by the HIPAA Rules and limit further use and disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible, for so long as Sprout Social retains such PHI. In any event, Sprout Social shall promptly return or destroy to Subscriber the PHI in Sprout Social's possession upon Subscriber's written request following termination of this BAA for any reason. This Section shall survive termination of this BAA.

## 9. MISCELLANEOUS

- 9.1 Incorporation. This BAA is incorporated into and forms part of the Agreement. Except as amended by this BAA, the Agreement will remain in full force and effect. For matters not addressed under this BAA, the terms of the Agreement apply.
- 9.2 Conflicts. If there is a conflict between this BAA and the Agreement, the BAA will control to the extent necessary to resolve the conflict. Any ambiguity in this BAA shall be resolved in favor of permitting the parties to comply with HIPAA, HITECH, and the HIPAA Rules.
- 9.3 Governing Law; Venue. This BAA shall be governed by, and construed in accordance with, the laws of the jurisdiction stipulated in the Agreement. The courts in the jurisdiction stipulated in the Agreement shall have exclusive jurisdiction to hear any dispute or other issue arising out of, or in connection with, this BAA.
- 9.4 Amendment. The parties agree to take such action as is necessary to amend this BAA from time to time for Subscriber and Sprout Social to comply with the requirements of HIPAA, HITECH, and the HIPAA Rules. Specifically, the parties agree to negotiate in good faith any changes or modifications to this BAA as proposed or requested by either party as may be necessary for the parties to comply with their respective obligations under HIPAA, HITECH, and the HIPAA Rules.
- 9.5 Regulatory References. A reference in this BAA to a section in the Privacy Rule, Security Rule, or Breach Notification Rule means the section as in effect or as amended, and for which compliance is required.
- 9.6 Survival. The respective rights and obligations of Sprout Social under Section 8.4 of this BAA shall survive the termination of this BAA.

- 9.7 Binding Effect. This BAA shall be binding upon and shall inure to the benefit of the parties, and any successor to the operations and business of the parties whether by operation of law or otherwise, including the parties' heirs, legal representatives, successors, and permitted assigns. The preceding sentence shall not affect any restriction on assignment set forth elsewhere in the Agreement.
- 9.8 No Third-party Rights. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Subscriber, Sprout Social and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

**[SIGNATURE PAGE FOLLOWS]**

FINAL VERSION



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

**SPROUT SOCIAL:**

**SPROUT SOCIAL, INC.**

By: \_\_\_\_\_

Name:

Title:

Date:

**SUBSCRIBER:**

**SUBSCRIBER ENTITY NAME**

By: \_\_\_\_\_

Name:

Title:

Date:

FINAL VERSION