SPROUT SOCIAL, INC.
GDPR DATA PROCESSING ADDENDUM

This GDPR Data Processing Addendum ("**DPA**") is effective as of 25 May 2018 and forms part of the Agreement between Sprout Social, Inc. and its affiliates ("**Sprout Social**") and the entity entering the Agreement as a customer of Sprout Social's Services ("**Customer**").

This DPA is supplemental to the Agreement and sets out the roles and obligations that apply when Sprout Social processes Personal Data falling within the scope of the GDPR on behalf of Customer in the course of providing the Sprout Social Services.

All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement.

1.   Definitions

1.1   For the purposes of this DPA:

(a)   "**Agreement**" means the terms and conditions or other written or electronic agreement between Sprout Social and Customer setting out the provision and use of the Sprout Social Services.

(b)   "**EEA**" means the European Economic Area.

(c)   "**GDPR**" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

(d)   "**Privacy Shield**" means the EU-US Privacy Shield self-certification program operated by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision C(2016)4176 of July 12, 2016.

(e)   The terms "**Controller**", "**Processor**", "**Personal Data**", "**processing**", "**special categories of data**" and "**Data Subject**" have the meanings given to them in the GDPR.

2.   **Applicability of DPA**

2.1   Applicability. This DPA will apply from 25 May 2018 onwards and to the extent that Sprout Social processes Personal Data falling within the scope of the GDPR on behalf of Customer in the course of providing the Sprout Social Services.

3.   **Roles and Responsibilities**

3.1   Roles of the Parties. As between Sprout Social and Customer, Customer is the Data Controller of the Personal Data that is provided to Sprout Social for processing under the Agreement and as described in Annex A and Sprout Social shall process the Personal Data as a Data Processor on behalf of Customer.

3.2   Customer Processing of Personal Data. Customer shall be responsible for:

(a)   Complying with all applicable laws relating to privacy and data protection in respect of its use of the Sprout Social Services, its processing of the Personal Data, and any processing instructions it issues to Sprout Social;

(b)   Ensuring it has the right to transfer, or provide access to, the Personal Data to Sprout Social for processing pursuant to the Agreement and this DPA; and

(c)   Ensuring that it shall not disclose (nor permit any data subject to disclose) any special categories of data to Sprout Social for processing.

3.3   Sprout Social's processing of Personal Data. Sprout Social shall process the Personal Data only for the purposes described in the Agreement and in accordance with the lawful, documented instructions of Customer (including the instructions of any users accessing the Sprout Social Services on Customer's behalf) as set out in the Agreement, this DPA or otherwise in writing.

4.   Security

4.1   Security. Sprout Social shall implement appropriate technical and organisational measures to protect the Personal Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (a "**Security Incident**").

4.2   Confidentiality obligations. Sprout Social shall ensure that any personnel that it authorizes to process the Personal Data shall be subject to a duty of confidentiality.

4.3   Security Incidents. Upon becoming aware of a Security Incident, Sprout Social shall notify Customer without undue delay and shall provide reasonable information and cooperation to Customer so that Customer can fulfill any data breach reporting obligations it may have under the GDPR.

5.   Sub-processing

5.1   Sub-processors. Customer agrees that Sprout Social may engage Sprout Social affiliates and third party sub-processors ("**Sub-processors**") to process Personal Data on Sprout Social's behalf provided that:

(a)   Sprout Social shall maintain an up to date list of Sub-processors which it shall update with details of any change in Sub-processors at least five (5) days prior to any such change and shall notify Customer in advance of such change;

(b)   Sprout Social imposes on such Sub-processors data protection terms that require it to protect the Personal Data to the standard required by applicable data protection laws; and

(c)   Sprout Social remains liable for any breach of the DPA caused by a Sub-processor.

5.2   Objection to Sub-processors. Customer may object prior to Sprout Social's appointment or replacement of a Sub-processor provided such objection is based on reasonable grounds relating to data protection. In such event, the parties shall cooperate in good faith to reach a resolution and if such resolution cannot be reached, then Sprout Social, at its discretion, will either not appoint or replace the Sub-processor or, will permit Customer to suspend or terminate the affected Sprout Social Service (without prejudice to any fees incurred by Customer prior to suspension or termination).

6.   International Transfers

6.1   Privacy Shield. The parties acknowledge that Sprout Social is self-certified to the Privacy Shield framework. To the extent that Sprout Social processes (or causes to be

processed) any Personal Data originating from the EEA in a country that has not been designated by the European Commission as providing an adequate level of data protection, such Personal Data shall be deemed to have appropriate safeguards (within the meaning of the GDPR) by virtue of Sprout Social having self-certified its compliance with the Privacy Shield. To the extent that Sprout Social processes such Personal Data outside of the EEA, it shall agree to adhere to the Privacy Shield Principles. Where the parties have previously entered into the standard contractual clauses to enable the transfer of Personal Data outside of the EEA, such clauses shall be null and void as of the date of the execution of this DPA.

7. Cooperation

7.1 <u>Data subject rights.</u> Sprout Social shall provide reasonable assistance to Customer, insofar as this is possible and at Customer's expense, to enable Customer to respond to requests from data subjects seeking to exercise their rights under the GDPR. In the event such request is made directly to Sprout Social, Sprout Social shall promptly inform Customer of the same.

7.2 <u>Data protection impact assessments.</u> Sprout Social shall, taking into account the nature of the processing and the information available to it, provide reasonable assistance needed to fulfil Customer's obligation under the GDPR to carry out data protection impact assessments and prior consultations with supervisory authorities.

7.3 <u>Security reports and provision of information.</u> Customer acknowledges that Sprout Social will be assessed against industry security frameworks or standards, including, but not limited to ISO 27001 and SOC II standards. Upon request, Sprout Social shall provide a summary copy of its most recent certified audit report(s) to Customer, which reports shall be subject to Sprout Social's confidentiality terms.

8. Return/Deletion of Data

8.1 <u>Return or deletion of Personal Data.</u> Upon request by Customer at the termination of the Agreement, Sprout Social shall delete or return to Customer the Personal Data (including copies) in Sprout Social's possession. This requirement shall not apply to the extent that Sprout Social is required by applicable law to retain some or all of the Personal Data or to Personal Data archived on backup systems.

9. Miscellaneous

9.1 Except as amended by this DPA, the Agreement will remain in full force and effect.

9.2 Any claims brought under this DPA shall be subject to the Agreement, including but not limited to the exclusions and limitations of liability set forth in the Agreement.

9.3 If there is a conflict between this DPA and the Agreement, the DPA will control.

9.4 This DPA shall only become legally binding between Customer and Sprout Social when the steps set out in the section "How to Execute this DPA" above have been fully completed.

9.5 This DPA shall be governed by, and construed in accordance with, the laws of Ireland and the courts of Dublin, Ireland shall have exclusive jurisdiction to hear any dispute or other issue arising out of, or in connection with, this DPA, except where otherwise required by Applicable Data Protection Law.

The parties' authorized signatories have duly executed this DPA.
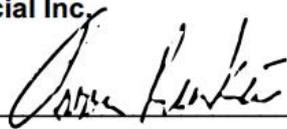
Customer

Signature: _____

Customer Legal Name: _____

Print Name: _____

Title: _____

Date: _____

Sprout Social Inc.

Signature: _____

Print Name: Aaron Rankin

Title: Chief Technology Officer

Date: _____

ANNEX A

DETAILS OF THE PROCESSING

Description of Customer:

Customer is the legal entity that has executed the Agreement with Sprout Social for the provision of Sprout Social's Services.

Nature of Services provided by Sprout Social:

Sprout Social provides social media-related engagement, publishing, analytics, monitoring, and listening software services to the Customer.

Bambu is an employee advocacy platform that allows organizations to curate and provide content to its employees to share across their personal social media networks.

Simply Measured provides social media-related engagement, publishing and analytics services to the Customer.

Type(s) of Personal Data processed:

Sprout Social: customer & third-party social media profile information including temporary authorization tokens for any linked accounts on social media networks; geographic location; usage; social media content; social media performance

Bambu: social media profile information including temporary authorization tokens for any linked accounts on social media networks; social media content; social media performance

Simply Measured: geographic location; type of device used; social media profile information including temporary authorization tokens for any linked accounts on social media networks; usage

Special categories of data (if applicable):

Customer does not intentionally collect or transfer any sensitive personal data in relation to these data subjects

Categories of Data Subjects:

Sprout Social: The personal data processed concern individuals who interact with connected social media accounts, which are owned and/or operated by Customer

Bambu: The personal data processed concern Bambu users (typically employees of Customer) who interact with the Bambu platform and share content that is uploaded and posted by Customer

Simply Measured: The personal data processed concern individuals who interact with connected social media accounts, which are owned and/or operated by the Customer.

Nature of Processing Operations:

The personal data will be subject to the following basic processing activities:

Sprout Social:

- *Personal data will be transferred from the Customer to Sprout Social to provide social media-related engagement, publishing, analytics, listening, and monitoring software services to the Customer*

- *These services will consist of providing a platform and performance analytics to the Customer in relation to connected social media profiles*

- *Full details about Sprout Social's social media management tool can be found at https://sproutsocial.com/*

Bambu:

- *Personal data will be transferred from the Customer to Sprout Social for Sprout Social to provide its Bambu platform to Customer.*

- *These services will consist of providing a sharing platform to the Customer for its employees to share curated content on their connected social media profiles.*

- *Full details about Bambu can be found at https://getbambu.com/*

Simply Measured:

- *Personal data will be transferred from the Customer to Simply Measured for Simply Measured to provide social media-related engagement, publishing and analytics services on behalf of the Customer.*

- *These services will consist of providing a platform and performance analytics to the Customer in relation to connected social media profiles.*

- *Full details about Simply Measured's products and services can be found at https://simplymeasured.com.*