

# Service Order



## Service Order Information

<b>Agreement For</b> City of Irvine	<b>Subscription Start Date</b> February 22, 2025	<b>Subscription End Date</b> February 21, 2026
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## Billing Information

<b>Billing Street</b> 1 Civic Center Plaza	<b>Billing Email</b> bbingham@cityofirvine.org
<b>Billing City</b> Irvine	<b>Billing Method</b> CC
<b>Billing State/Province</b> California	<b>Billing Frequency</b> Annual
<b>Billing Country</b> United States	<b>Net Terms</b> Due on receipt
<b>Billing Zip/Postal Code</b> 92606	<b>Payment Portal Used?</b> No

Products	Quantity
Professional Plan	1.00
Additional Users	4.00
Additional Profiles	11.00
Premium Analytics	1.00

**Total Investment:** USD 19,663.95

# Service Order



## Tax Exemption Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Subscriber and will appear on the final invoice.

Is the contracting entity exempt from sales tax?

**Please select Yes or No:**

If yes, please complete the following:

Tax Exempt ID:

## Purchase Order Information

Is a Purchase Order (PO) required to be attached to this Service Order for the purchase or payment of the products on this Service Order?

**Please select Yes or No:**

If yes, please complete the following:

PO Number:

# Service Order



## Terms and Conditions

This Service Order is governed by, and the Services are provided subject to, the terms and conditions of the Terms of Service, which includes the respective Product- Specific Terms, available for review at [sproutsocial.com/terms/](https://sproutsocial.com/terms/) ("Agreement") and is expressly incorporated by reference into this Service Order. All defined terms shall have the meaning ascribed to them in the Agreement. Any terms or conditions listed on Subscriber's purchase order or other similar document that Sprout Social does not specifically and expressly accept in writing are hereby rejected.

Unless otherwise set forth above or in the Agreement, Sprout Social requires payment made in advance of the subscription period. Except as otherwise expressly stated in the Agreement, all fees paid hereunder are nonrefundable and all subscriptions purchased herein are non-cancelable.

All fees set forth in this Service Order do not include applicable taxes that may apply.

This Service Order and the Services set forth herein, including any additional users and any other add-ons added during the subscription term, will automatically renew for additional periods equal to the length of the subscription term set forth above unless either party provides written notice to the other party at least 30 days prior to expiration. Subscriber must email its Customer Success Manager or <mailto:successteam@sproutsocial.com> to provide such notice.

Sprout Social or its Affiliates, may use Subscriber's name or logo on its or their website(s) or in any promotional materials, press releases, investor materials, and other stockholder communications. Sprout Social and its Affiliates, as applicable, will comply with any reasonable written logo guidelines provided by Subscriber in writing.

If Professional Services (as defined in the Agreement) are delivered to Subscriber in connection with the services described above or pursuant to a Statement of Work attached to this Service Order, Subscriber agrees that it will: (i) be available for discovery call if requested; (ii) cooperate in all matters relating to the Professional Services and appoint an employee or representative of Subscriber to serve as the primary contact who will have the authority to act on behalf of Subscriber with respect to the Professional Services; (iii) respond promptly to any request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for performance of the Professional Services; (iv) provide the information Sprout Social may reasonably request in order to carry out the Professional Services; and (v) if the Professional Services involve implementation of Listening Product, Subscriber will provide a full list of any needed keyword inclusions (branded hashtags or handles).

If Sprout Social's performance of its obligations under this Service Order or the Agreement are prevented or delayed by any act or omission of Subscriber or its agents, subcontractors, consultants or employees, Sprout Social will not be deemed in breach of its obligations under this Service Order or the Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Subscriber, in each case, to the extent arising directly or indirectly from such prevention or delay.

Subscriber acknowledges and agrees that Sprout Social shall have the right to access its account for the purposes of onboarding, implementation, and/or initial product training. Such services shall be completed within four (4) weeks from the Subscription Start Date unless otherwise delayed by Subscriber. All one-time service hours within this Service Order are subject to expiration after ninety (90) days from the Subscription Start Date.

Subscriber - City of Irvine		Sprout Social, Inc.	
Name:	Melissa Haley	Name:	Kayce Hochevar
Title:	Director of Communications & Engagement	Title:	Manager of Customer Success Renewals
Signature:		Signature:	 <small>Kayce Hochevar (Mar 5, 2025 14:10 EST)</small>
Date:	05/03/25	Date:	05/03/25

Attest:

By:   
0FCAD91F02E547D...  
Carl Petersen

Its: City Clerk

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

BY:   
DABE8686180C4BB...  
Jeffrey Melching