



## *Twitter Content End User License Agreement*

**THIS IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR AN ENTITY, REFERRED TO HEREIN AS “YOU” OR “YOUR”), TWITTER, INC., EACH ON BEHALF OF ITSELF AND ITS WORLDWIDE SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, “TWITTER”), WHICH GOVERNS YOUR USE OF THE TWITTER CONTENT.**

**PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY INCLUDING ANY LINKED TERMS REFERENCED BELOW, WHICH ARE PART OF THIS AGREEMENT. BY USING THE TWITTER CONTENT AND/OR EXECUTING THIS AGREEMENT, YOU ARE AGREEING THAT YOU HAVE READ, AND THAT YOU AGREE TO COMPLY WITH AND TO BE BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL APPLICABLE LAWS AND REGULATIONS IN THEIR ENTIRETY WITHOUT LIMITATION OR QUALIFICATION. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, THEN YOU MAY NOT ACCESS OR OTHERWISE USE THE TWITTER CONTENT. THIS AGREEMENT IS EFFECTIVE AS OF THE DAY YOU ACCEPT THE TERMS AND CONDITIONS HEREIN OR THE FIRST DATE THAT YOU ACCESS OR USE THE TWITTER CONTENT (“EFFECTIVE DATE”).**

**IF YOU ARE AN INDIVIDUAL REPRESENTING AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE APPROPRIATE AUTHORITY TO ACCEPT THIS AGREEMENT ON BEHALF OF SUCH ENTITY. YOU MAY NOT USE THE TWITTER CONTENT AND MAY NOT ACCEPT THIS AGREEMENT IF YOU ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT WITH TWITTER, OR YOU ARE BARRED FROM USING OR RECEIVING THE TWITTER CONTENT UNDER APPLICABLE LAW.**

### **I. Definitions**

1. “Approved Use” means the use explicitly set out in your Sprinklr Order Form.
2. “Client Agreement” means the agreement under which You are provided access to the Client Application.
3. “Client Application” means the Sprinklr products listed in your Sprinklr Order Form.
4. “Tweet ID” means a unique identification number generated for a Tweet.
5. “Tweet” means a short-form text and/or multimedia-based posting that is publicly displayed on Twitter Applications.
6. “Twitter Applications” means Twitter’s consumer-facing products, services, applications, websites, web pages, and other offerings, including without limitation those located at [www.Twitter.com](http://www.Twitter.com) and the Twitter mobile applications.
7. “Twitter Content” means Tweets, Tweet IDs, Twitter end user profile information, and any other content of Twitter provided to You under this Agreement and through the Client Application or otherwise, and any copies and derivative works thereof.
8. “Twitter Marks” means the Twitter, brands, trademarks, service marks and logos that Twitter makes available to You, including without limitation via <https://about.twitter.com/company/brand-assets>.

**II. License.** Subject to the terms and conditions in this Agreement and the Developer Terms (as a condition to the grant below), Twitter hereby grants You, and You accept, a non-exclusive, royalty free, non-transferable, non-sublicensable, revocable license during the Term solely to internally access the Twitter Content through the Client Application for the Approved Use.

**III. Incorporated Terms.** Your use of the Twitter Content is further subject to and governed by the following terms and conditions (which may be updated from time to time at Twitter’s sole discretion):

1. the Twitter Developer Policy located at <https://developer.twitter.com/en/developer-terms/policy> (“Developer Policy”);

2. as it relates to Your display of any of the Twitter Content, solely to the extent you have been granted a license to display Twitter Content herein, the Display Requirements located at <https://about.twitter.com/company/display-requirements> (“Display Requirements”); and
3. as it relates to Your use and display of the Twitter Marks, solely to the extent you have been granted a license to display Twitter Marks herein, the Twitter Brand Assets and Guidelines located at <https://about.twitter.com/company/brand-policy> (“Brand Guidelines”).

The Developer Policy, Display Requirements, and Brand Guidelines are collectively referred to herein as the “Developer Terms”. You agree to the Developer Terms, which are hereby incorporated by reference and are available in hardcopy upon request to Twitter. In the event of a conflict between the Developer Terms and this Agreement, this Agreement shall control. Without limiting the generality of the foregoing, none of the Developer Terms expand or extend the license to the Twitter Content or Twitter Marks granted in this Agreement.

#### IV. Restrictions on Use of Twitter Content

- A. **Display.** You will not display or otherwise share with any third party any Twitter Content or any visualization, filtering or curation of Twitter Content, including without limitation displaying Twitter Content in mass-market media and entertainment events, online widget integrations or visualizations, television broadcast, outdoor ‘e-billboard’ or other similar media. Without limiting the generality of the foregoing, You will not offer or provide Twitter Content, including any derivative analysis thereof, as a part of an advertising network. You will not bundle or commingle the Twitter Content with other data in such a way that the Twitter Content is not attributed to Twitter.
- B. **Other Limitations.** You will not or attempt to (and will not allow others to) (a) copy, sell, rent, lease, sublicense, distribute, redistribute, syndicate, create derivative works of, assign or otherwise transfer or provide access to, in whole or in part, the Twitter Content to any third party; (b) use the Twitter Content for any illegal, unauthorized or otherwise improper purposes; (c) utilize the Twitter Content to derive or obtain non-public information of individual Twitter users, including without limitation a user’s location (d) access or use the Twitter Content in order to build any product or service that is similar to or competitive with any Twitter products or services; (e) remove or alter any proprietary notices or marks on the Twitter Content or (f) use Twitter Content, by itself or bundled with third party data, or derivative analysis from Twitter Content, to target users with advertising outside of the Twitter platform, including without limitation on other advertising networks, via data brokers, or through any other advertising or monetization services.
- C. **Geographic Data.** Your license to use Twitter Content in this Agreement does not allow you to (and you will not allow others to) aggregate, cache, or store location data and other geographic information contained in the Twitter Content, except in conjunction with the Twitter Content to which it is attached. Your license only allows you to use such location data and geographic information to identify the location tagged by the Twitter Content. Any use of location data or geographic information on a standalone basis or beyond the license granted herein is a breach of this Agreement.
- D. **No Monitoring or Measuring.** Notwithstanding anything to the contrary, You may only use the following information for non-commercial, internal purposes (e.g., to improve the functionality of Your application): aggregate Twitter user metrics, such as number of active users or accounts. All such information is Twitter’s Confidential Information. You will not use or access the Twitter Content for purposes of creating or distributing a regularly-produced, time-based series of measurements made using the same, or similar, methodologies for the purpose of comparing television program performance over time, or against a defined set or subset of other television programs.
- E. **Rate Limits.** You will abide by all limitations placed on Your access to and use of the Twitter Content. You will not attempt to exceed or circumvent these limits. You will delete or modify Twitter Content as notified by Twitter or its agent and implement the necessary processes to receive notification of deleted and/or modified Twitter Content. Twitter may monitor Your use of the Content to improve Twitter’s offerings or to ensure Your compliance with this Agreement.

- V. **Removals.** If Twitter Content is deleted, gains protected status, or is otherwise suspended, withheld, modified, or removed from the Twitter Applications (including removal of location information), You will make all reasonable efforts to delete or modify such Twitter Content (as applicable) as soon as possible, and in any case within 24 hours after a written request to do so by Twitter or by a Twitter user with regard to their Twitter Content, unless prohibited by applicable law or regulation and with the express written permission of Twitter..

**VI. Audit.** Twitter reserves the right to audit Your compliance with the terms and conditions of this Agreement. Twitter or its representative may, upon reasonable notice during normal business hours, audit and investigate Your use of the Twitter Content. You agree to permit all reasonable access to Your records and computer systems requested by Twitter for this purpose.

**VII. Other Important Terms**

- A. User Protection.** You may not use, or knowingly display, distribute, or otherwise make Twitter Content, or information derived from Twitter Content, available to any entity for the purpose of: (a) conducting or providing surveillance or gathering intelligence, including but not limited to investigating or tracking Twitter users or Twitter Content; (b) conducting or providing analysis or research for any unlawful or discriminatory purpose, or in a manner that would be inconsistent with Twitter users' reasonable expectations of privacy; (c) monitoring sensitive events (including but not limited to protests, rallies, or community organizing meetings); or (d) targeting, segmenting, or profiling individuals based on sensitive personal information, including their health (e.g., pregnancy), negative financial status or condition, political affiliation or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, Twitter Content relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by law.
- B. Security.** You will keep Twitter Content (including, where applicable, personally identifiable data) confidential and secure from unauthorized access by using industry-standard organizational and technical safeguards for such data, and with no less care than it uses in connection with securing similar data stored by You. You will immediately notify Twitter consult and cooperate with investigations, assist with any required notices, and provide any information reasonably requested by Twitter if You knows of or suspects any breach of security or potential vulnerability of the Twitter Content and will promptly remedy such breach or potential vulnerability resulting from Your access to the Twitter Content.
- C. Government Use.** You will not display, distribute, or otherwise make available any Twitter Content to users that are, or that act on behalf of, any government-related entity (each a “**Government End User**”). The Twitter Technology and Twitter Content are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Any use, modification, derivative, reproduction, release, performance, display, disclosure or distribution of the Twitter Technology or Twitter Content by any government entity is prohibited, except as expressly permitted by the terms of this Agreement. Additionally, any use by U.S. government entities must be in accordance with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4. If You use the Twitter Content in Your official capacity as an employee or representative of a U.S., state or local government entity and You are legally unable to accept the indemnity, jurisdiction, venue or other clauses herein, then those clauses do not apply to such entity, but only to the extent as required by applicable law. Contractor/manufacturer is Twitter, Inc. 1355 Market Street, Suite 900, San Francisco, California 94103.
- D. Data Protection Addendum.** Twitter International Company (“TIC”), an Irish registered company, controls some of the Twitter Content, as set forth in the Twitter Privacy Policy, and has authorized Twitter to license such Twitter Content under this Agreement (such Twitter Content is “Twitter European Data”). To the extent that You receives Twitter European Data, You agrees that in addition to this Agreement, the Twitter Controller-to-Controller Data Protection Addendum located at <https://gdpr.twitter.com/en/controller-to-controller-transfers.html> shall apply to Twitter European Data and is hereby incorporated by reference.

**VIII. Warranty Disclaimer.** THE TWITTER CONTENT IS PROVIDED TO YOU “AS IS”, WITH ALL FAULTS AND TWITTER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF THIS AGREEMENT, COURSE OF DEALING OR USAGE OF TRADE. TWITTER DOES NOT WARRANT THAT THE TWITTER CONTENT OR ANY OTHER TWITTER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL MEET ANY OF YOUR REQUIREMENTS OR THAT USE OF SUCH TWITTER CONTENT OR OTHER PRODUCTS OR SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND YOU MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR

THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS SUCH LAW PROVIDES OTHERWISE). Twitter will have no liability whatsoever with regard to the contents of the Twitter Content.

- IX. Indemnification.** You shall defend Twitter against any and all actions, demands, claims and suits (including without limitation product liability claims), and indemnify and hold Twitter harmless from any and all liabilities, damages and costs (including without limitation reasonable attorneys' fees) to the extent arising out of Your use of the Twitter Content. In the event Twitter seeks indemnification or defense from You under this provision, Twitter will notify You in writing of the claim(s) brought against Twitter for which it seeks indemnification or defense. Twitter reserves the right, at its option and sole discretion, to assume full control of the defense of claims with legal counsel of its choice. You may not enter into any third party agreement that would, in any manner whatsoever, affect the rights of Twitter, constitute an admission of fault by Twitter or bind Twitter, without the prior written consent of Twitter. In the event Twitter assumes control of the defense of such claim, Twitter shall not settle any such claim requiring payment from You without Your prior written approval.
- X. Limitation of Liability.** IN NO EVENT WILL TWITTER BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF USE, DATA OR PROFITS, OR DAMAGE TO BUSINESS OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN ANY CASE, TWITTER'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS UNDER THIS AGREEMENT WILL NOT EXCEED \$50.00 USD. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. INsofar as APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- XI. Ownership.** The Twitter Content and Twitter Marks are licensed, not sold, and Twitter retains and reserves all rights not expressly granted in this Agreement. You expressly acknowledge that Twitter, its licensors and its end users retain all worldwide right, title and interest in and to the Twitter Content and Twitter Marks, including all rights in patents (including all applications therefor), trademarks, trade names, copyrights, trade secrets, know-how, data, and all proprietary rights under the laws of the United States, any other jurisdiction or any treaty ("IP Rights"). You agree not to do anything inconsistent with such ownership, including without limitation, challenging Twitter's ownership of IP Rights, challenging the validity of the licenses granted herein, or otherwise copying or exploiting the Twitter Marks during or after the termination of this Agreement, except as specifically authorized herein. If You acquire any rights in the Twitter Marks or any confusingly similar marks, by operation of law or otherwise, You will, at no expense to Twitter, immediately assign such rights to Twitter.
- XII. Confidentiality.** You may be given access to certain non-public information and specifications relating to the Twitter Content or this Agreement ("Confidential Information"), which is confidential and proprietary to Twitter. You may use this Confidential Information only as necessary in exercising Your rights granted in this Agreement. You may not disclose any of this Confidential Information to any third party without Twitter's prior written consent. You agree that You will protect this Confidential Information from unauthorized use, access, or disclosure in the same manner that You would use to protect Your own confidential and proprietary information of a similar nature and in no event with less than a reasonable degree of care.
- XIII. Term and Termination.** Unless terminated earlier in accordance with this section, this Agreement will begin on the Effective Date and terminate immediately upon the earlier of: (1) the expiration or termination of the Client Agreement, or (2) the date in which Sprinklr no longer has the rights to provide Twitter Content ("**Term**"). Twitter may immediately suspend Your access to the Twitter Content (or if necessary, terminate this Agreement) at any time, and without notice to You, if You breach any term or condition in this Agreement or otherwise engage in activities that Twitter reasonably determines may be harmful to the Twitter Content, Twitter, its end users or the reputation of any of the foregoing parties. Twitter will not be liable for any costs,

expenses, or damages as a result of its termination of this Agreement Twitter may terminate this Agreement without cause with ninety (90) days prior written notice.

**XIV. Effect of Termination.** Upon the effective date of termination of this Agreement (a) all rights and licenses granted hereunder will immediately cease; (b) You shall immediately delete all Twitter Content; and (c) within thirty (30) calendar days after such termination, each party will return or destroy all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information, except as required to comply with any applicable legal or accounting record keeping requirement, and You will permanently delete all copies of Twitter Content and Twitter Marks in all forms and types of media in Your possession. Sections IV, V, VI, VII, VIII, IX, X, XI, XII, XIV and XV shall survive expiration or termination of this Agreement for any reason. Neither party will be liable to the other for any damages resulting solely from termination of this Agreement as permitted under this Agreement.

**XV. Miscellaneous.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter and supersedes and merges all prior proposals, understandings and contemporaneous communications. Any modification to this Agreement must be in a writing signed by both You and Twitter. You may not assign any of the rights or obligations granted hereunder, in whole or in part, whether voluntarily or by operation of law, contract, merger (whether You are the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or otherwise, except with the prior written consent of Twitter. Any attempted assignment in violation of this paragraph is null and void, and Twitter may terminate this Agreement in the event of any such attempted assignment. This Agreement does not create or imply any partnership, agency or joint venture. This Agreement shall be governed by and construed solely and exclusively in accordance with the laws of the State of California, without regard to conflict/choice of law principles. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in San Francisco, CA before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. You and Twitter hereby expressly waive trial by jury. As an alternative, You may bring its claim in its local “small claims” court, if permitted by that small claims court’s rules. You may bring claims only on its own behalf, and unless Twitter agrees, the arbitrator may not consolidate more than one party’s claims. Despite the foregoing, You agree that money damages would be an inadequate remedy for Twitter in the event of a breach or threatened breach of a provision of this Agreement protecting Twitter’s intellectual property or Confidential Information, and that in the event of such a breach or threat, Twitter, in addition to any other remedies to which it is entitled, is entitled to seek preliminary or injunctive relief (including an order prohibiting Company from taking actions in breach of such provisions), without the need for posting bond, and specific performance as may be appropriate. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated. No waiver by Twitter of any covenant or right under this Agreement will be effective unless memorialized in a writing duly authorized by Twitter. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.