# **Service Level Agreement**

## **1. PLATFORM AVAILABILITY**

## 1.1 Service Commitment

Sprinklr shall use reasonable commercial efforts to (i) monitor and maintain the Platform host servers and to ensure connectivity, availability and operation of the host servers on the World Wide Web consistent with Sprinklr's Availability Targets set forth below; (ii) monitor hardware and systems software and environmental controls; and (iii) provide Sprinklr's standard activity and service level reporting.

## 1.2 Availability Target

Sprinklr shall use commercially reasonable efforts to maintain Availability of the Platform 99.5% of the time during each calendar monthly reporting period, excluding (i) Scheduled Maintenance Windows; (ii) unavailability caused by acts or omissions of Customer or its agents; (iii) unavailability caused by network unavailability or bandwidth limitations outside of the Sprinklr network; (iv) issues arising from problems in the software, firmware or hardware of Sprinklr's suppliers; (v) hacks, malicious introduction of viruses, disabling devices, and other forms of attacks that disrupt access to the Platform; (vi) power outages or other telecommunications or Internet failures; and (vii) events outside of Sprinklr's control ("Availability Target"). In the case of subsections (iv) and (v), such events shall be included in the calculation of Availability if the outage could have been prevented by reasonable and customary precautions in the hosting industry, which precautions were not taken.

The Availability of the Platform for a given calendar month will be calculated according to the following formula (referred to herein as the "Availability"): Where: Total minutes in the month = TMM; Total minutes in month unavailable = TMU; and: Availability =  $((TMM-TMU) \times 100)/TMM$ . Sprinklr's records and data will be the sole basis for all SLA calculations and determinations.

## 1.3 Right to Terminate

If Sprinklr fails to meet the Availability Target for two (2) consecutive calendar months or for any three (3) calendar months within any twelve (12) month period, then by notice given within thirty (30) days after the end of the month which triggered Customer's right to terminate, Customer may terminate the Agreement effective thirty (30) days after receipt of the notice, and receive a refund of any pre-paid fees for periods after the effective date of termination. The provisions of this SLA state Customers sole and exclusive remedy for any service level deficiencies of any kind.

### 1.4 Scheduled Maintenance

Sprinklr has a Scheduled Maintenance Window of 5:00am US ET Saturday to 8:00am US ET Saturday; provided that it may change the maintenance window to a different period on advance notice to Customer. Sprinklr makes every effort to minimize impact for Customers using the platform. Sprinklr accomplishes this by typically utilizing only one or two maintenance windows per month, and performing operations to minimize Customer impact.

"Scheduled Maintenance Window" means the designated time periods during which Sprinklr may limit or suspend access to the Sprinklr Platform or software so that planned maintenance may be performed.

## 1.5 Emergency Maintenance

Sprinklr reserves the right to perform any required emergency maintenance work outside of the Scheduled Maintenance window. Sprinklr will use reasonable efforts to notify Customer before commencing any emergency maintenance outside of the Scheduled Maintenance window and will use reasonable efforts to limit impact to Client.

## 2. SUPPORT PACKAGES

STANDARD SUPPORT PACKAGE	
Assigned Resources	General Support Team
Technical Support	24 x 7 Support via Voice, Email and Web Tickets
Initial Response Time	Critical/High Issues: Up to 4 Hours Medium/Low Issues: Up to 24 Hours
Administration	n/a
Customer Community	Unlimited access
Knowledge Portal	Unlimited access

PLATINUM SUPPORT PACKAGE	
Assigned Resources	Designated Named Support Engineer
Technical Support	24 x 7 Support via Voice, Email, LiveChat and Web Tickets
Initial Response Times	Critical/High Issues: Up to 30 Minutes Medium/Low Issues: Up to 2 Hours
Administration	Quarterly mentoring sessions (each one hour)   Priority ticket management with recurring ticket reviews
Customer Community	Unlimited access
Knowledge Portal	Unlimited access

The following modules have differing support times:

- Communities (fka Get Satisfaction): Monday Friday, 9am 5pm US ET, excluding national holidays
- Ratings & Reviews (fka Pluck): Monday Friday, 9am 5pm US CT, excluding national holidays
- Location/Brand Intelligence (fka NewBrand): Monday Friday 9am 5pm US EST, excluding national holidays

## 3. TARGET RESOLUTION TIMES

### STANDARD SUPPORT PACKAGE

Classification	Target Resolution or Mitigation
Critical	4 hours
High	8 hours
Medium	3 weeks or next release
Low	Case by case basis, future releases

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#### PLATINUM SUPPORT PACKAGE

Classification	Target Resolution or Mitigation
Critical	4 hours
High	8 hours
Medium P1 (Urgent)	4 business days
Medium P2 (High)	8 business days
Medium P3 (Medium)	12 business days
Low	Case by case basis, future releases

## 4. ISSUE CLASSIFICATION

## STANDARD AND PLATINUM SUPPORT PACKAGES

Classification	Description
Critical	Platform is completely unavailable or performance is so poor as to render the Platform unusable. No work-around exists
High	A major functionality of the Platform is unusable which results in limited functionality or affects a large number of users
Medium	Loss of a function or resource that does not seriously affect the Platform's functionality.
Medium P1 (Urgent)	Material business impact requiring an immediate solution or temporary fix; Critical software is not available; One primary or all locations are impacted and users are unable to perform their duties causing a material business impact
Medium P2 (High)	Possible high business impact which could have a material impact through the inability of the application(s) to perform the business functions specified; A key enterprise software component is down, degraded or unusable
Medium P3 (Medium)	Moderate business impact but the business service, application or system is still functioning; A software component or procedure not considered to be critical by Client's is down, unusable or difficult to use
Low	Minor bugs and all other requests for service; such as general usage questions.

## 5. **DEFINITIONS**

An "Issue" does not include any problem with or damage to the Platform to the extent caused by: (i) Customer's negligence, abuse, misuse, improper handling and/or use, (ii) modifications by anyone other than Sprinklr or its contractors; (iii) failure to operate the Platform in accordance with the user guides; or (iv) events outside of Sprinklr's control.

"Response Time" is the period of time between receipt of the issue description by Sprinklr Support and initial response to Customer.

"Target Resolution Time" is the period of time in which Sprinklr Support will diagnose and resolve an Issue or provide a mitigation to the Issue. Target Resolution Time begins at the end of the applicable Response Time period. Resolution is not applicable if there is a dependency on an external vendor, for example Facebook or Twitter.

Sprinklr proactively monitors the Platform, systems and connectivity. Sprinklr will notify Customer promptly regarding any major site outages or any unplanned maintenance procedures. Customer shall provide a contact list of key personnel with current contact information for escalation within Customer's organization for such notifications.

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## 6. ACTIVE DATA RETENTION

## SILVER ACTIVE DATA RETENTION PACKAGE

- Customers gets the ability to store Sprinklr's Platform data for rolling 12 month period
- Reporting (Channel Dependent) and Listening customers will be provided one time 60 days data backfill during initial enablement process
- New and modified listening queries will auto-backfill 30 days of data
- Data will not be accessible beyond the 12 month period

#### **GOLD ACTIVE DATA RETENTION PACKAGE**

- Customers gets the ability to store Sprinklr's Platform data for rolling 36 month period
- Reporting (Channel Dependent) and Listening customers will be provided one time 24 months data backfill during initial enablement process
- New and modified listening queries will auto backfill 90 days of data
- Data will not be accessible beyond the 36 month period

## PLATINUM ACTIVE DATA RETENTION PACKAGE

- Customers gets the ability to store Sprinklr's Platform data for rolling 84 month period
- Reporting (Channel Dependent) and Listening customers will be provided one time 24 months data backfill during initial enablement process
- New and modified listening queries will auto backfill 90 days of data
- Data will not be accessible beyond the 84 month period