



Advertising Managed Services Terms & Conditions

These terms and conditions (the “Terms and Conditions”) apply to all Advertising Managed Services Insertion Orders and the related media purchases through Sprinklr, Inc.’s (“Sprinklr”) online media buying platform (the “Advertising Managed Services”) and incorporate the AAAA/IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less v3.0 available at https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf (the “Standard Terms”), as amended below.

As defined under the Standard Terms, you are the “Agency” or “Advertiser”, as applicable, and Sprinklr is the “Media Company.” In that role, Sprinklr is a service provider to you and acting as agent to acquire media inventory from Network Properties on your behalf. To the extent any terms of these Terms and Conditions conflict with the terms of the Standard Terms, the terms listed below shall apply. Capitalized terms that are not otherwise defined in these Terms and Conditions shall have the meanings assigned to them in the Standard Terms.

1. Subject to these Terms and Conditions, Sprinklr hereby agrees to provide you with access to and use of the Advertising Managed Services. Sprinklr shall make commercially reasonable efforts to ensure that the Advertising Managed Services operate substantially according to the specifications. You shall comply with all user or administrative guidelines on the Advertising Managed Services. You may only use the Advertising Managed Services for your own business purposes, and if you are an Agency, for the benefit of your Advertisers.
2. Section III(a) of the Standard Terms is amended by replacing “90 days” in each instance with “180 days” and adding the following: You must raise any disputes regarding an invoice in writing to Sprinklr within fifteen (15) days of the date of such invoice or such disputes are hereby waived. If you do dispute any fees in good faith, you shall pay the undisputed fees by the due date and the parties shall promptly discuss in good faith the fees then in dispute. You shall pay interest on all fees overdue by more than thirty (30) days from the invoice date at a rate of the lesser of one and one-half percent (1.5%) per month or the maximum rate allowable by applicable law. You shall be responsible for any collection costs and attorney’s fees and expenses incurred by Sprinklr to collect overdue amounts.
3. The following is added to the Standard Terms as Section III(d): In the event that Agency/Advertiser links its social media or similar account with the Advertising Managed Services, then Agency/Advertiser agrees and represents that: (i) it has all necessary rights, licenses and permissions to link such account to the Advertising Managed Services for use in connection with the Advertising Managed Services, (ii) it hereby authorizes Sprinklr to access and use such account for the benefit of Agency/Advertiser, (iii) it shall be solely liable for the payment of, and shall timely pay, all fees directly to the provider of such account and will indemnify and hold Sprinklr harmless from the same and (iv) it acknowledges that Sprinklr is not liable for the operation of such accounts.
4. Section IV(a) of the Standard Terms is replaced with the following: Sprinklr may provide you with access to and use of the Advertising Managed Services. Any access information must be safeguarded at all times. IDs may not be used by any party other than your employees without the prior written consent of Sprinklr. You acknowledge that Sprinklr may, from time to time, monitor the logon times and usage under each ID for the purpose of verifying that your permitted users are the sole holders and users of the IDs and are in compliance with these Terms and Conditions. You shall be responsible for all usage of the Advertising Managed Services under your account and all information entered through your account, including all media purchases, whether authorized or unauthorized by you, except to the extent caused by a grossly negligent act by Sprinklr. You agree that you shall not use any persons, means, devices or arrangements to commit fraud, exceed your permitted access to the Advertising Managed Services, interfere with other clients or falsify or manipulate results or information generated or collected in connection with the Advertising Managed Services.
5. Notwithstanding anything to the contrary in Section V, Sprinklr may suspend any Ad campaign at any time.
6. Section VI(b) is replaced with the following: In the event that actual Deliverables for any campaign fall below guaranteed levels, as set forth in the IO, and/or if there is an omission of any Ad (placement or creative unit), Advertiser and Sprinklr will make an effort to agree upon the conditions of a makegood flight either in the IO or at the time of the shortfall. If no make good can be agreed upon, the Advertiser may request, at its option, to extend the term of the IO until all guaranteed levels set forth in the IO have been met or receive a credit towards future advertising to the extent the fees have been pre-paid. Sprinklr shall make commercially reasonable efforts to meet Advertiser’s request, subject to the terms and policies of the applicable Network Property, including the availability of advertising inventory.

7. Section VII(a) is replaced with the following: The parties acknowledge that many of the Advertising Managed Services under the IO are dependent, in part, upon numerous third parties, such as social media platforms. Each party shall comply with all such third party terms and policies, including but not limited to those set forth by the third party social media platforms and available on their services, and neither party shall be deemed to be in breach of this agreement as a result of such compliance or the acts or omissions of such third parties.
8. Notwithstanding Section IX(a), Sprinklr may reference Advertiser/Agency by name and logo and reference publicly released campaigns under IOs as part of Sprinklr's portfolio.
9. Section X(a) is amended by adding the following: Sprinklr is only liable for the indemnification obligations herein to the extent that Sprinklr is indemnified by the applicable Network Property owner.
10. Sections X(b) and (c) are amended by adding Network Property owners as indemnified parties.
11. Section XI is amended by adding the following: Advertiser acknowledges that all Sites are Network Properties, including social media platforms, and that Sprinklr is not responsible for the acts or omissions of such Network Property owners. Sprinklr's sole obligation, and Advertiser's sole remedy, for any failure under an IO shall be: (i) to make commercially reasonable efforts to work with the Network Property owner to resolve the dispute, (ii) to provide a credit to Advertiser for any fees pre-paid for Ads that have not run in accordance with the IO, subject to availability of replacement inventory from the applicable Network Property owner or (iii) to provide a refund to Advertiser for any fees pre-paid to Sprinklr and not paid by Sprinklr to the applicable Network Property owner for Ads that have not run in accordance with the IO. In no event shall Sprinklr ever be liable to you in excess of the lesser of the fees paid by you to Sprinklr for the Ad campaign in dispute or \$10,000.
12. Section XII is amended by adding the following: Subject to the terms of the Network Properties, as between you and Sprinklr, you shall own all data collected by Sprinklr solely and exclusively in connection with your Ad campaigns ("Campaign Data"). You shall not use the Advertising Managed Services to collect or transmit personally identifiable information of consumers, except for any personally identifiable information of consumers contained in the Campaign Data. Sprinklr may include a pixel on the Ads to collect data, including but not limited to, page views, number of unique users, operational data and to drop cookies, and such data shall not be considered Campaign Data, but shall be owned by Sprinklr. You hereby grant Sprinklr a perpetual, royalty-free, worldwide license to use the Campaign Data for its business purposes, including but not limited to, improving, optimizing and enhancing the Advertising Managed Services, provided that, Sprinklr does not identify you in connection with the public use of any Campaign Data.
13. Section XIII is replaced with the following: Sprinklr or its agents shall be the sole Third Party Ad Server for all campaigns. The numbers reported by Sprinklr shall be the definitive numbers for all purposes.
14. Section XIV(d) is amended by inserting "New York" into the first blank and "New York County, New York" is inserted into the second blank.
15. The following Sections of the Standard Terms shall not apply and are hereby removed: Sections I(b), II(b), II(c), V(c), XII(c)-(e) and XII(h).
16. Agency/Advertiser agrees to comply with all consumer disclosures, notifications and choices pursuant to applicable law and best industry practices, including but not limited to, the requirements of the Federal Trade Commissions' Guides Concerning the Use of Endorsements and Testimonials in Advertising and Enforcement Policy Statement on Deceptively Formatted Advertisements and all principles set forth by the Digital Advertising Alliance, such as the Self-Regulatory Principles for Online Behavioral Advertising. Advertiser shall indemnify Sprinklr for any breach of the foregoing requirement in the manner set forth in Section X.