Sprinklr Artificial Intelligence Addendum

In the course of providing the Sprinklr Services to the Customer, Artificial Intelligence ("AI") (as defined below), may be used. This Sprinklr Artificial Intelligence Addendum ("AI Addendum"), as amended from time to time, forms part of and is incorporated by reference as part of the Master Services Agreement, Data Processing Addendum, Sprinklr's Acceptable Use Policy, and any Statement of Work or Order Form or other agreement for the license and purchase of the Sprinklr Services(hereinafter collectively "Agreement") between Customer and Sprinklr.

This AI Addendum reflects Customer's instructions and the Parties' agreement for the use of Artificial Intelligence in the Sprinklr Services. In the event of any conflict or inconsistency between this AI Addendum and the Agreement, the AI Addendum shall prevail with respect to the use of any AI Features (as defined below). However, this Addendum shall be in supplemental to, rather than instead of, any AI Feature specific terms in an Order Form and/or Statement of Work. This AI Addendum will terminate automatically upon termination of the Agreement.

1. DEFINITIONS

To the extent not defined in the applicable Agreement, the following definitions shall apply. In the event of any inconsistencies or conflict between the Agreement and the definitions set out below, the definitions in the Agreement shall prevail. Capitalized terms not defined in this AI Addendum are defined in the main body of the Agreement.

"**AI Content**" means any Input (as defined below) that is processed through or by or because of the AI Features (as defined below), or Output (as defined below) prompted or generated through or by or because of the AI Features. AI Content forms part of Customer Content as defined in the Agreement.

"**AI Features**" means features incorporated within the Sprinklr Services which include, use, require or are supported, created or powered by machine learning or Artificial Intelligence (as defined below), whether it be Sprinklr AI Features or Third-Party AI Features.

"**AI System**" means a machine-based system designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environment.

"**Applicable Laws**" means laws directly applicable to the Parties or the Sprinklr Services including, but not limited to those relating to Artificial Intelligence (as defined below), data privacy, and intellectual property.

"**Artificial Intelligence**" means machine-based functionality which has been developed to generate, create or predict Output based on Input.

"**BYOK**" means you will leverage your own independent relationship with one of Sprinklr's Third Party AI Providers which Sprinklr will connect with through your API key to add generative AI capabilities to the Sprinklr AI Features.

"**BYOM**" means you will leverage your own large language model of choice ("Customer's Own Model"), which Sprinklr will connect with through an API to add generative AI capabilities to the Sprinklr AI Features.

"**High-Risk AI System**" means an AI System intended for use as defined in Article 6 of the EU AI Act or other Applicable Laws.

"**Input**" means any data or other information Customer or Customer's User provides to Sprinklr to be processed by an AI Feature.

"**Intended Use**" means the use of the AI System or AI Feature as intended by Sprinklr.

"**Output**" means any data, information, functionality, or action, carried out, prompted, predicted or generated by an AI Feature using the Input.

"**Prohibited AI System**" means an AI System intended for use as defined in Article 5 of the EU AI Act.

"**Third Party AI Features**" means the AI Features built, trained, developed and deployed by Third Party AI Providers but integrated into the Sprinklr Platform as a Connected Service.

"**Third Party AI Providers**" means those third parties directly engaged by Sprinklr as listed at http://www.sprinklr.com/subprocessors, who integrate with the Sprinklr Platform to provide the Third Party AI Features AI Features.

"**Sprinklr AI Features**" means the AI Features built, trained, developed and deployed by Sprinklr.

2. OBLIGATIONS OF BOTH PARTIES

2.1. The parties shall each comply with their respective obligations under Applicable Laws and the Agreement,.

3. SPRINKLR OBLIGATIONS

Sprinklr is committed to fair, ethical and responsible practices in the development and deployment of its AI Features. To the extent within Sprinklr's control, possible, commercially reasonable and appropriate in the circumstances, having due regard to the particular AI Feature and the level of associated risk as determined by Sprinklr, Sprinklr commits to taking reasonable steps to:

3.1 train employees involved in the development or deployment of AI Features, or as necessary, on matters relating to fair, ethical and responsible AI practices;

3.2 put in place adequate controls to minimize the risk of unlawful bias and discrimination when developing Sprinklr AI Features;

3.3 develop the Sprinklr AI Features in a way that achieve an acceptable level of accuracy and resilience towards errors, faults, or inconsistencies;

3.4 conduct impact assessments where legally required, to determine whether the AI Features could have a disproportionate adverse impact on individuals;

3.5 provide reasonable support as requested by Customers in their conducting of legally required impact assessments relating to the AI Features;

3.6 not use AI Content to train the AI Features other than as authorized or instructed by the Customer, for example where a custom AI Feature is being built or fine-tuned for the Customer as documented in a Statement of Work or Order Form;

3.7 carry out adequate diligence prior to engaging a Third Party AI Provider to ensure:

3.8 it is capable of maintaining the privacy, confidentiality, security, integrity, and availability of the AI Content; and

3.9 that the arrangement between Sprinklr and Third Party AI Provider is governed by a binding contract that includes terms which offer at least the same level of protection for Personal Data as those within the Agreement; and

3.10 maintain and where possible, to the extent such disclosure would not reveal confidential or commercially sensitive information, make available to Customer, on reasonable request, written documentation and records related to Sprinklr AI Features, including but not limited to, usage, testing, training, validation, review, monitoring, calibration and impact assessments.

4. LIMITATIONS

4.1. Customer acknowledges and understands that where it is using a BYOM or BYOK set up, Sprinklr has no liability for the security of the API connection or the handing of AI Content or Customer Content by the Third Party AI Provider or Customer's Own Model.

4.2. Customer acknowledges and accepts that despite Sprinklr's Obligations in section 3 above, AI Features may produce Output that is inaccurate, unreliable, inappropriate, infringing, offensive, or otherwise unsuitable for Customer's intended purpose. In addition, Outputs may not be unique and similar Outputs may be generated for other users if Inputs are substantially similar.

4.3. THE OUTPUT OF THE AI FEATURES OF THOSE PROVIDED BY THIRD PARTY AI PROVIDERS IS PROVIDED AS-IS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN.

4.4. The indemnities and limitations of liability within the Agreement apply equally to the AI Features. Each party's liability arising out of or related to this AI Addendum and all AI Addendums between Customer's Affiliates and Sprinklr, whether in contract, tort or under any other theory of liability, is subject to the limitation of liability section agreed under the MSA, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its affiliates under the Agreement, DPA and all AI Addendums together.