

TWILIO VOICE PRODUCT TERMS

Sprinklr uses the third party Twilio, Inc. ("Twilio") to provide Twilio Voice. Use of Twilio Voice is subject to the following terms:

- (a) Customer agrees that any use of Twilio Voice shall comply with the current version of (i) the Twilio Acceptable Use Policy (<u>https://www.twilio.com/legal/aup</u>), and (ii) the Twilio Documentation (<u>https://www.twilio.com/docs</u>, <u>https://www.sendgrid.com/docs</u> and <u>https://www.twilio.com/legal/services-documentation</u>).
- (b) Where Twilio Voice is being provided under a Bring Your Own Carrier ("BYOC") model, Customer will be responsible for any telecommunications services that it purchases for use with Twilio Voice. Sprinklr and Twilio will not be responsible for such services, including payment of applicable fees and charges or compliance with applicable laws and regulations associated with such services.
- (c) Use of Twilio Voice will result in additional fees. The additional fees shall be based on the actual usage of Twilio Voice. Sprinklr will invoice Customer at the then current rates for Twilio Voice (which are subject to change) for any additional usage on a monthly basis. Invoices will be based on a calendar month and cannot be split, by business unit or otherwise.
- (d) Customer represents and warrants that (i) it has provided and will continue to provide adequate notices, and that it has obtained and will continue to obtain the necessary permissions and consents to provide data from Twilio Voice to Sprinklr and Twilio; (ii) if it records or monitors telephone calls, SMS messages, or other communications using Twilio Voice, then Customer will comply with all applicable laws prior to doing so, and that Customer will provide all required notices and secure all required prior consents to record or monitor communications using Twilio Voice; and (iii) it will not attempt to use Twilio Voice to contact an official government-sponsored emergency telephone number (such as 911 in North America or 112 in the European Union and other locations worldwide) which is used to dispatch professional emergency responders. Pursuant to the terms of the Agreement, Customer shall indemnify Sprinklr for any and all third-party claims made against Sprinklr based on a breach of this representation and warranty.
- (e) Twilio Voice will meet the service level availability set forth in the applicable Service Level Agreements, available at <u>https://www.twilio.com/legal/service-level-agreement</u>.
- (f) Customer acknowledges that the features and functions of Twilio Voice may change over time, in Twilio's sole discretion, and that Sprinklr may choose not to renew Twilio Voice at the end of the then current term of the applicable Order Form.