

OZONETEL TERMS

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

- (a) Ozonetel 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 Ozonetel. Sprinklr and Ozonetel 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.
- (b) Customer shall ensure that in its use of Ozonetel complies with all applicable laws. In particular, Customer will ensure compliance with applicable requirements of relevant regulations any amendments thereof, as well as any rule, regulation, direction, laws, or judgments of the relevant country in which Ozonetel shall be used. This includes, but is not limited to, compliance with the Telecom Unsolicited Commercial Communications Regulations, 2007 and any further rule, regulation, direction, laws, judgments issued by the Department or Telecommunications ("DoT") and/or the Telecom Regulatory Authority of India ("TRAI"). Customer further confirms to abide by relevant anti-SPAM requirements in which Ozonetel shall be used, including those imposed by the TRAI. Customer will not send any unsolicited, unwanted, or undesirable information, either via voice call or SMS, through Masking or CLI.
- (c) Customer will use Ozonetel only for lawful purposes and not for any illegal, fraudulent, improper or abusive purpose. Prohibited uses include, but are not limited to: (i) behaviour that is obscene, threatening, harassing, defamatory, libelous, deceptive, fraudulent, malicious, infringing, or invasive of another's privacy; (ii) sending unsolicited or bulk messages or advertisements, including voicemails or facsimiles; (iii) harvesting or otherwise collecting information about others without their consent; (iv) creating false Caller ID identities ("ID spoofing") or otherwise attempting to mislead others as to the identity of the sender or the origin of any communication; (v) pretending to be anyone, or any entity, you are not, including impersonating or misrepresenting yourself as another person, entity, or a civic or government leader, or otherwise misrepresenting your affiliation with a person or entity; (vi) transmitting any material that may infringe the intellectual property rights or other rights of third parties; (vii) violating TRAI regulations or other equivalent regulation in the relevant country in which Ozonetel shall be used regarding the transmission of technical data through Ozonetel.
- (d) Customer understands and agrees that it shall (i) be solely liable for any transmissions sent through Ozonetel and that neither Sprinklr or Ozonetel has no control over the content of any transmission; and (ii) be solely responsible for all acts or omissions that occur under its account, including the content of its transmissions Ozonetel.
- (e) Customer's use of Ozonetel is subject to limitations in terms of volume and fair use at Sprinklr's sole discretion. This includes, but is not limited to, for example, dialling activity that exceeds the pacing ratio provided for in the applicable Order Form. Any necessary provisioning to accommodate such excess activity or to modify the connectivity architecture (e.g., additional SIP agents/channels), either inbound or outbound, will require additional time and effort, which must be scoped and approved separately.



- (f) Other than Planned Downtime, as defined herein, Ozonetel shall use commercially reasonable efforts to maintain availability of its services (to the extent availability is controlled or managed by Ozonetel) 99.5% of the time, per calendar month ("Availability"). The only downtime that may be calculated against the Availability is when Ozonetel is completely unavailable. "Planned Downtime" means (i) scheduled maintenance windows; (ii) unavailability caused by acts or omissions of the Customer or its agents; (iii) unavailability caused by network unavailability or bandwidth limitations outside of Ozonetel's control; (iv) issues arising from problems in the software, firmware or hardware of Ozonetel's suppliers; (v) hacks, malicious introduction of viruses, disabling devices, and other forms of attacks that disrupt access to Ozonetel; (vi) power outages or other telecommunications or internet failures; and (vii) other events outside Ozonetel's control.
- (g) Customer acknowledges that the features and functions of Ozonetel may change over time, in Ozonetel's sole discretion, and that Sprinklr may choose not to renew Ozonetel at the end of the then current term of the applicable Order Form.