

EXOTEL TERMS

Sprinklr uses the third party Exotel Techom Private Limited ("Exotel") to provide Exotel Voice. Use of Exotel Voice is subject to the following additional terms:

- a. Exotel 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 Exotel Voice. Sprinklr and Exotel will not be responsible for such services, including payment of applicable fees, charges, taxes, levies, and duties or compliance with applicable laws and regulations associated with such services.
- b. Use of Exotel Voice must comply with applicable law and Sprinklr's Acceptable Use Policy. Customer may not use Exotel Voice to (i) knowingly or unknowingly distribute, transit, or cause to be accessible any false or misleading information; (ii) send harassing messages; (iii) knowingly call numbers that have been listed on any municipality or federal "Do Not Call" registry; (iv) engage in fraud or phishing of sensitive data; or (v) misrepresent Customer's identity.
- c. Use of Exotel Voice will result in additional fees. Customer shall be responsible for any applicable (a) fees associated with actual usage of Exotel Voice; and (b) surcharges associated with use of Exotel Voice, together with any associated taxes or regulatory charges. Sprinklr shall invoice Customer for the actual fees incurred, at the then current rates for Exotel Voice (which are subject to change) plus any additional taxes, on a monthly basis, in arrears. These invoices cannot be split and will be due pursuant to the payment terms herein. The fees for Exotel Voice are subject to change by Exotel at any time, and any changes will be applicable to this Order Form.
- d. Customer's use of Exotel Voice is subject to limitations in terms of volume and fair use in 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.
- e. Exotel Voice may be accessed and used solely by the number of Authorized Users specified in the applicable Order Form. The Authorized User accounts shall not be shared by the Customer with more than one Authorized User.
- f. to change by Exotel at any time, and any changes will be applicable to this Order Form.
- g. Exotel Voice service level availability is 99.5% where Exotel Voice is deployed and hosted on Exotel Managed infrastructure. Exotel Voice will be considered as unavailable where (i) licensed agents are not able to log in; (ii) inbound service is not working; or (iii) customer calls (of planned capacity) are not able to terminate ("Unavailable Time"). Unavailable Time consists of the number of minutes Exotel Voice was not available to Customer and is calculated commencing from the date and time Exotel becomes unavailable and ends when Exotel Voice availability has been restored, and the Customer



- has been notified that it has been restored. Unavailable Time is the accumulated period of the time Exotel Voice was not available to the Customer in a month.
- h. Unavailable Time will not be deemed to have occurred with respect to any unavailability resulting from (i) scheduled naintenance of Exotel's network, like upgrade of Exotel Voice; (ii) interruptions during any period when the Customer elects not to upgrade the new release of Exotel Voice for testing or repair, and/or continues to use Exotel Voice on an impaired basis, (iii) interruption during any period when Customer has not upgraded the new release of Exotel Voice for maintenance or for implementation; (iv) interruption caused by Customer's applications, equipment, facilities, including servers, personal computers, media gateway's, router, LAN and WAN Infrastructure; (v) interruptions due to failure of equipment, application, software or any other technology provided by Customer or other third party on behalf of Customer; (vi) acts or omissions of Customer or any Customer Authorized User (including the provision of inaccurate information knowingly or unknowingly), or Customer caused outages or disruptions; (vii) issues with voice quality, unless such issues can be attributed to Exotel; (viii) disconnection/s due to non-payment of Exotel fees; (ix) issues arising as a result of a force majeure event; or (x) interruption resulting from a loss of Exotel Voice services due to violations of the terms of any applicable agreements.
- i. Customer acknowledges that the features and functions of Exotel Voice may change over time, in Exotel's sole discretion, and that Sprinklr may choose not to renew Exotel Voice at the end of the then current term of the applicable Order Form.