

Acceptable Use Policy (AUP)

1. Definitions

“**Connected Services**” means the various social media services supported by the Platform that Customer desires to connect to through the Platform.

“**Connected Services Authorization**” means the authorization relating to the Customer’s Connected Services accounts, which enable the Platform to interact with Customer’s Connected Services accounts.

“**Customer Content**” means any material that is (i) entered into the Sprinklr Account by Customer, an Agency or employee on behalf of or under the direction of Customer or (ii) published through the Sprinklr Account to the Connected Services for which Sprinklr has Connected Services Authorization.

“**Platform**” means Sprinklr’s proprietary customer experience software services, accessed by Customer via the internet, as specified in an applicable Order Form. Platform includes Updates made during the Term.

“**Sprinklr Account**” means Customer’s password restricted account to access and use the Platform.

2. Compliance

Customer must comply with all applicable laws, regulations and the terms of service or use and rules and policies of any Connected Service with respect to its usage of the Platform, including its processing of any information relating to an identified or identifiable natural person as defined by the applicable data protection laws, via the Platform. Customer is responsible for ensuring data subjects have sufficient notice or, where required, have provided consent, for the processing, use, disclosure, or transfer of any information from the Connected Services related to an identified or identifiable person on the Platform, as required by applicable law. Customer is responsible for all activity conducted under its Sprinklr Account, regardless of knowledge or intent, as well as all Customer Content that is entered through its Sprinklr Account on the Platform.

3. Customer Content

Customer Content may not: (i) be defamatory, harmful to minors, obscene, indecent, pornographic, libelous, threatening, harassing, false, misleading or inaccurate; (ii) contain or cause to be placed on Sprinklr’s or other third party’s systems any Trojan horses, worms, viruses or programming routines intended to interfere, damage, corrupt, surreptitiously intercept or expropriate any system, data or personal information; (iii) violate any applicable local, state, federal or foreign law, rule or regulation, including data privacy laws and privacy standards (collectively, “Laws”); (iv) violate any rule or policy or terms of service or use of any Connected Service; (v) infringe or violate any third party rights; or (vi) contain any health, medical, financial, credit card or other payment information or (vii) any information of any person under the age of 13. Customer Content that does not comply with clauses (i) – (vii) above is referred to as “Prohibited Information”. Customer is responsible for reviewing and approving all Customer Content created or entered through or in its Sprinklr Account. Customer is solely responsible for monitoring the communications it receives from users of the Connected Services that are processed through the Platform and for removing any Prohibited Information from the Platform. Sprinklr does not pre-screen Customer Content, however Sprinklr has the right, but not the obligation, to remove Prohibited Information from, or refuse to process any Prohibited Information on, the Platform and to make it unavailable through the Platform, as Sprinklr may reasonably determine. In addition, upon notice, Sprinklr may terminate or suspend use by any authorized user that created or entered or processed such Prohibited Information.

4. Account

Customer may only access and use the Platform through the Sprinklr Account and agrees to provide and maintain accurate and current Sprinklr Account information and Connected Services Authorization. Customer is responsible for adding authorized users to its Sprinklr Account, for maintaining the confidentiality of all Sprinklr Account passwords, for ensuring that each Sprinklr Account password is used only by the authorized user, for ensuring that Sprinklr Accounts and passwords are not shared, and for maintaining the security of its Sprinklr Account and of the equipment needed to connect to, access or use the Platform and the Connected Services. Customer shall limit access to the Platform only to authorized persons and will promptly disable all access to the Sprinklr Account by any employee, contractor or Customer representative who is no longer authorized to use the Platform.