

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "**BAA**") by and between Sprinklr Customer ("**Covered Entity**") and Sprinklr, Inc. ("**Business Associate**" or "**Sprinklr**"), is entered is incorporated into and part of the Master Agreement (as defined below), for the purposes of complying with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("**HIPAA**") and the security provisions of the American Recovery and Reinvestment Act of 2009, also known as the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**").

WITNESSETH

WHEREAS, Covered Entity is a covered entity as such term is defined under HIPAA and as such is required to comply with the requirements thereof regarding the confidentiality and privacy of Protected Health Information; and

WHEREAS, Business Associate has entered or may enter into an agreement or agreements with Covered Entity ("**Master Services Agreement**"), pursuant to which Business Associate may receive Protected Health Information for or on behalf of Covered Entity; and

WHEREAS, by providing services pursuant to the Master Services Agreement and receiving Protected Health Information for or on behalf of Covered Entity, Business Associate shall become a Business Associate of Covered Entity, as such term is defined under HIPAA, and will therefore have obligations regarding the confidentiality and privacy of Protected Health Information that Business Associate receives from or on behalf of, Covered Entity.

Now Therefore, in consideration of the mutual covenants, promises, and agreements contained herein, the parties hereto agree as follows:

1. Definitions

For the purposes of this BAA, capitalized terms shall have the meanings ascribed to them below. All capitalized terms used but not otherwise defined herein will have the meaning ascribed to them by HIPAA.

- (a) "**Protected Health Information**" or "**PHI**" is any information, whether oral or recorded in any form or medium that is (as applicable) created, received, maintained, or transmitted by Business Associate for or on behalf of Covered Entity, that identifies an individual or might reasonably be used to identify an individual and relates to: (i) the individual's past, present or future physical or mental health; (ii) the provision of health care to the individual; or (iii) the past, present or future payment for health care.
- (b) "**HIPAA Enabled Sprinklr Services**" refers to only those Sprinklr Services set forth at trust.sprinklr.com, subject to any applicable required configurations and uses. Sprinklr may, in its sole reasonable discretion, add or remove any Services from the HIPAA Enabled Sprinklr Services from time to time. Sprinklr will provide Covered Entity with reasonable notice if Sprinklr intends to remove any existing Services or functionality from the HIPAA Eligible Services.
- (c) "**Secretary**" shall refer to the Secretary of the U.S. Department of Health and Human Services.
- (d) "**Unsecured PHI**" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology

specified by the Secretary (e.g., encryption). This definition applies to both hard copy PHI and electronic PHI.

2. Scope

This BAA applies to the extent Covered Entity is creating, receiving, maintaining, or transmitting PHI via one or more of the HIPAA Enabled Sprinklr Services and Sprinklr is deemed, under HIPAA, to be acting as a Business Associate or Subcontractor of Covered Entity. This BAA applies only to PHI that is processed through the HIPAA Enabled Sprinklr Services. Covered Entity acknowledges that this BAA does not apply to (a) any other Sprinklr Services that Covered Entity may have now, or in the future, that are not part of the HIPAA Enabled Sprinklr Services, or (b) any data that is not PHI.

3. Obligations of Business Associate.

(a) General Compliance with Law

Business Associate warrants that it, its agents and its subcontractors: (i) shall use or disclose PHI only in connection with fulfilling its duties and obligations under this BAA and the Master Services Agreement; (ii) shall not use or disclose PHI other than as permitted or required by this BAA or required by law; (iii) shall not use or disclose PHI in any manner that violates applicable federal and state laws or would violate such laws if used or disclosed in such manner by Covered Entity; and (iv) shall only use and disclose the minimum necessary PHI for its specific purposes.

(b) Use and Disclosure of Protected Health Information

Subject to the restrictions set forth throughout this BAA, Business Associate may use the information received from Covered Entity if necessary for (i) the proper management and administration of Business Associate; or (ii) to carry out the legal responsibilities of Business Associate.

Subject to the restrictions set forth in throughout this BAA, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that: (i) disclosures are required by law, or (ii) Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Business Associate is permitted, for Data Aggregation purposes to the extent permitted under HIPAA, to use, disclose, and combine PHI created or received on behalf of Covered Entity by Business Associate pursuant to this BAA with PHI, as defined by 45 C.F.R. 160.103, received by Business Associate in its capacity as a business associate of other covered entities, to permit data analyses that relate to the Health Care Operations of the respective covered entities and/or Covered Entity.

Business Associate may de-identify any and all PHI created or received by Business Associate under this BAA. Once PHI has been de-identified pursuant to 45 CFR 164.514(b), such information is no longer Protected Health Information and no longer subject to this BAA.

Business Associate acknowledges that, as between Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity, including any and all forms thereof

developed by Business Associate in the course of its fulfillment of its obligations pursuant to this BAA and the Master Services Agreement.

(c) Covered Entity Obligations

To the extent that Business Associate is to carry out any of Covered Entity's obligations that are regulated by HIPAA, Business Associate shall comply with the HIPAA requirements that apply to the Covered Entity in the performance of such obligation.

(d) Safeguards

Business Associate shall employ appropriate administrative, technical, and physical safeguards, consistent with the size and complexity of Business Associate's operations, to protect the confidentiality of PHI and to prevent the use or disclosure of PHI in any manner inconsistent with the terms of this BAA. Business Associate shall comply, where applicable, with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of such electronic PHI other than as provided for by this BAA.

(e) Availability of Books and Records

Business Associate shall permit the Secretary and other regulatory and accreditation authorities to audit Business Associate's internal practices, books, and records at reasonable times as they pertain to the use and disclosure of PHI in order to ensure that Covered Entity and/or Business Associate is in compliance with the requirements of HIPAA.

(f) Individuals' Rights to Their PHI

(i) Access to Information

To the extent Business Associate maintains PHI in a Designated Record Set, in order to allow Covered Entity to respond to a request by an Individual for access to PHI pursuant to 45 CFR Section 164.524, Business Associate, within ten (10) business days upon receipt of written request by Covered Entity, shall make available to Covered Entity such PHI. In the event that any Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days.

Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for PHI and Business Associate will make no such determinations. Except as Required by Law, only Covered Entity will be responsible for releasing PHI to an Individual pursuant to such a request. Any denial of access to PHI determined by Covered Entity pursuant to 45 CFR Section 164.524, and conveyed to Business Associate by Covered Entity, shall be the responsibility of Covered Entity, including resolution or reporting of all appeals and/or complaints arising from denials.

(ii) Amendment of Information

To the extent Business Associate maintains PHI in a Designated Record Set, in order to allow Covered Entity to respond to a request by an Individual for an amendment to PHI, Business Associate shall, within ten (10) business days upon receipt of a written request by Covered Entity, make available to Covered Entity such PHI. In the event that any Individual requests amendment of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days.

Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for an amendment to PHI and Business Associate will make no such determinations. Any denial of amendment to PHI determined by Covered Entity pursuant to 45 CFR Section 164.526, and conveyed to Business Associate by Covered Entity, shall be the responsibility of Covered Entity, including resolution or reporting of all appeals and/or complaints arising from denials.

Within ten (10) business days of receipt of a request from Covered Entity to amend an individual's PHI in the Designated Record Set, Business Associate shall incorporate any approved amendments, statements of disagreement, and/or rebuttals into its Designated Record Set as required by 45 CFR Section 164.526.

(iii) Accounting of Disclosures

In order to allow Covered Entity to respond to a request by an Individual for an accounting pursuant to 45 CFR Section 164.528, Business Associate shall, within ten (10) business days of a written request by Covered Entity for an accounting of disclosures of PHI about an Individual, make available to Covered Entity such PHI. At a minimum, Business Associate shall provide Covered Entity with the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of such disclosure. In the event that any Individual requests an accounting of disclosures of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days. Covered Entity will be responsible for preparing and delivering an accounting to Individual. Business Associate shall implement an appropriate record keeping process to enable it to comply with the requirements of this BAA.

(g) Disclosure to Subcontractors and Agents

Notwithstanding anything to the contrary in the Master Services Agreement or this BAA, Business Associate, subject to the restrictions set forth in this provision, may use subcontractors to fulfill its obligations under this BAA. Business Associate may use sub-processors (current list at www.sprinklr.com/subprocessors) and, for subcontractors relevant to the provision of HIPAA Enabled Sprinklr Services, shall obtain and maintain a written agreement with each subcontractor or agent that has or will have access to PHI, which is received from, or created or received by, Business Associate for or on behalf of Covered Entity, pursuant to which such subcontractor and agent agrees to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this BAA with respect to such PHI.

(h) Reporting Obligations

In the event of a Breach of any Unsecured PHI that Business Associate accesses, maintains, retains, modifies, records, or otherwise holds or uses on behalf of Covered Entity, Business Associate shall report such Breach to Covered Entity as soon as practicable, but in no event later than ten (10) business days after the date the Breach is discovered. Notice of a Breach shall include, to the extent such information is available: (i) the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach; (ii) the date of the Breach, if known, and the date of discovery of the Breach; (iii) the scope of the Breach; and (iv) the Business Associate's response to the Breach.

In the event of a use or disclosure of PHI that is improper under this BAA but does not constitute a Breach, Business Associate shall report such use or disclosure to Covered Entity within ten (10) business days after the date on which Business Associate becomes aware of such use or disclosure.

In the event of any successful Security Incident, Business Associate shall report such Security Incident in writing to Covered Entity within ten (10) business days of the date on which Business Associate becomes aware of such Security Incident. The parties acknowledge that unsuccessful Security Incidents that occur within the normal course of business shall not be reported pursuant to this BAA. Such unsuccessful Security Incidents include, but are not limited to, port scans or "pings," and unsuccessful log-on attempts, broadcast attacks on Business Associate's firewall, denials of service or any combination thereof if such incidents are detected and neutralized by Business Associate's anti-virus and other defensive software and not allowed past Business Associate's firewall.

Business Associate will identify and respond internally to any suspected or known Breach of any Unsecured PHI, Security Incident or other improper use or disclosure of PHI, and will mitigate, to the extent practicable, their harmful effects, document their outcomes, and provide documentation of any successful Security Incident and Breach of any Unsecured PHI to Covered Entity upon request.

4. Obligations Of Covered Entity

(a) Appropriate Use of HIPAA Eligible Services

Notwithstanding Sprinklr's obligations as a Business Associate and set forth in this BAA, nothing herein shall relieve Covered Entity of its responsibility for implementing its own appropriate privacy and security safeguards to protect PHI in compliance with HIPAA and this BAA and adhering to the usability requirements associated with the HIPAA Eligible Sprinklr Services. Covered Entity will not process PHI using any Sprinklr Services that are not designated as HIPAA Eligible Sprinklr Services. Covered Entity will limit its use of PHI within the HIPAA Eligible Sprinklr Services to the minimum extent necessary for Covered Entity to carry out its authorized use of PHI. Covered Entity also represents and warrants that it has obtained, and will obtain, any and all necessary consents, authorizations, or other permissions required under applicable law for the disclosure of PHI to Business Associate through the HIPAA Eligible Services.

(b) Acceptable Use Policy

When submitting PHI to, or using PHI within, the HIPAA Eligible Sprinklr Services, Covered Entity must ensure that such activity complies with relevant sections of Sprinklr's Acceptable Use Policy, available at www.sprinklr.com/legal.

(c) Permissible Requests

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would violate applicable federal and state laws if such use or disclosure were made by Covered Entity. Covered Entity may request Business Associate to disclose PHI directly to another party only for the purposes allowed by HIPAA and the HITECH Act.

(d) Support Requests

When initiating a support request through any means with Sprinklr, Covered Entity must not include any PHI in the support request, or as a screenshot or attachment, to Sprinklr.

(e) Notifications

Covered Entity shall notify Business Associate of any limitation in any applicable notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Term and Termination

(a) General Term and Termination

This BAA shall become effective on the later of (I) the effective date of the Master Services Agreement, and (ii) the date upon which PHI is provided by Covered Entity, and shall terminate upon the termination or expiration of the Master Services Agreement and when all PHI provided by either party to the other, or created or received by Business Associate on behalf of Covered Entity is, in accordance with this Section, destroyed, returned to Covered Entity, or protections are extended.

(b) Material Breach

Where either party has knowledge of a material breach by the other party, the non-breaching party shall provide the breaching party with an opportunity to cure. Where said breach is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days of the breaching party's receipt of notice from the non-breaching party of said breach, the non-breaching party shall, if feasible, terminate this BAA and the portion(s) of the Master Services Agreement affected by the breach. Where either party has knowledge of a material breach by the other party and cure is not possible, the non-breaching party shall, if feasible, terminate this BAA and the portion(s) of the Master Services Agreement affected by the breach.

(c) Retention of PHI

Covered Entity acknowledges that the HIPAA Enabled Sprinklr Services that it receives from Sprinklr have limited and brief maintenance and retention of PHI, and therefore the Active Data Retention package purchased in an Order Form shall not apply to the PHI related to the HIPAA Enabled Sprinklr Services. Upon request, Sprinklr may provide support to Covered Entity regarding Covered Entity's own, independent maintenance and retention of PHI outside of the HIPAA Enabled Sprinklr Services, but Covered Entity shall not rely on Sprinklr to act as the Covered Entity's medical records repository or in any other similar manner and Covered Entity shall be responsible for ensuring that it retains any PHI in accordance with any record retention obligations that may apply to it.

(d) Return or Destruction of PHI

Upon termination of this BAA for any reason, Business Associate shall: (i) if feasible as determined by Business Associate, return or destroy all PHI received from, or created or received by Business Associate for or on behalf of Covered Entity that Business Associate or any of its subcontractors and agents still maintain in any form, and Business Associate shall retain no copies of such

information; or (ii) if Business Associate determines that such return or destruction is not feasible, extend the protections of this BAA to such information and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible, in which case Business Associate's obligations under this Section shall survive the termination of this BAA until such PHI is no longer retained by Business Associate.

6. Limitation of Liability

- (a) Each party's liability arising out of or related to this BAA, whether in contract, tort or under any other theory of liability, is subject to the limitation of liability section agreed under the Master Services Agreement, 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 Master Services Agreement.
- (b) For the avoidance of doubt, Business Associate's total liability for all claims from the Covered Entity arising out of or related to the Master Services Agreement and/or this BAA shall apply in the aggregate for all claims under both the Master Services Agreement and/or as established under this Agreement, including by Covered Entity.

7. Miscellaneous

(a) Amendment

If any of the regulations promulgated under HIPAA or the HITECH Act are amended or interpreted in a manner that renders this BAA inconsistent therewith, the parties shall amend this BAA to the extent necessary to comply with such amendments or interpretations. Sprinklr may amend this BAA at any time upon giving notice to you. Such notice shall be made by sending an email to you or by publication of the amendment on the Sprinklr's website. If the amendment of this BAA materially affects your rights related to the use of the Sprinklr Services, you may terminate the use of said Services. If you continue to use the Sprinklr Services after notice of the amendment of this BAA is given, you shall be deemed to have agreed to this BAA as amended.

(b) Interpretation

Any ambiguity in this BAA shall be resolved to permit the parties to comply with HIPAA and the HITECH Act.

(c) Conflicting Terms

In the event that any terms of this BAA conflict with any terms of the Master Services Agreement, the terms of this BAA shall govern and control.

(d) Notices

Any notices pertaining to this BAA shall be given in writing and shall be deemed duly given when personally delivered to a party or a party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. Notices shall be deemed given upon receipt. Notices shall be addressed to the appropriate party as follows:

If to Covered Entity:

As defined in Master Services Agreement

If to Business Associate:

Sprinklr, Inc.
29 West 35th Street, 7th Floor
New York, NY 10001
Attn: legal@sprinklr.com

(e) Severability

The provisions of this BAA shall be severable, and if any provision of this BAA shall be held or declared to be illegal, invalid or unenforceable, the remainder of this BAA shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.