

# Implementation Services and Technical Services

## Implementation Services and Technical Services

- I. Sprinklr Implementation Services and Technical Services will be delivered during service-hours of the local Sprinklr affiliate providing the services.
- II. Customer acknowledges that its participation and cooperation with Sprinklr is critical for the success of the platform Implementation Services.
- III. Should a delay in the project delivery or completion occur as a result solely from Customer not fulfilling Customer Obligations to a mutually agreed schedule and resulting in Sprinklr being unable to deliver as per timelines agreed under this SOW, then both parties understand and agree that there may be an impact and subsequent shift to the overall timing and potentially costs indicated herein. In such an event the parties may enter a Change Order.

## Fixed Fee Implementation Services

### A. Forfeiture

- I. If Services are not commenced within six (6) months from the Effective Date or are delayed solely due to Customer action or inaction for a continuous six-month period, and no written extension is mutually agreed upon, entitlement to the services not started or not yet completed shall be forfeited.
- II. Any associated fees already paid shall be non-refundable, and any outstanding unpaid fees shall remain due.

### B. Change Order Process

- I. The parties acknowledge that, during the course of a project, it may become certain deliverables listed are no longer feasible or appropriate. Inclusion of such goals or deliverables in a Statement of Work does not guarantee their achievement.
- II. If Customer determines that an addition, removal or substitution of or deliverables is necessary, the Customer must submit a written request to amend the deliverables within an existing Statement Of Work, Sprinklr will consider any reasonable request and confirm whether any Change Order requires an adjustment to the deliverables or fees for the applicable professional services.
- III. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the deliverables and / or fees as applicable to be documented and executed within a mutually agreed upon Change Order
- IV. Sprinklr will continue to perform Services pursuant to the existing Statement of Work deliverables and will have no obligation to perform any deliverables defined within a Change Order unless and until the parties have executed this agreement

### C. SOW Performance

- I. The sole and exclusive authority to give general directives and specific instructions to any assigned Sprinklr employee remains at all times with Sprinklr. Customer shall not interfere with Sprinklr's management of its personnel, nor shall Customer assign tasks directly to Sprinklr employees.
- II. Where the performance of a SOW requires a Sprinklr employee to provide the services on Customer's premises, the sole authority to give general directives and specific instructions to any assigned Sprinklr employee remains with Sprinklr. The Sprinklr employee shall however comply with any internal house rules governing Customer's premises.

## Time & Material Implementation Services

### A. SOW Performance

- I. Sprinklr's obligations under this SOW are performance-based and Sprinklr remains free in the organisation of the service provision. Sprinklr shall, at all times, use its own discretion in the selection of personnel, methods and materials necessary to perform the Professional Services.
- II. The sole and exclusive authority to give general directives and specific instructions to any assigned Sprinklr employee remains at all times with Sprinklr. Customer shall not interfere with Sprinklr's management of its personnel, nor shall Customer assign tasks directly to Sprinklr employees.

- III. At no time shall the Professional Services give rise to a relation of subordination between Customer and the assigned Sprinklr resources and Sprinklr shall be solely responsible for all compensation, benefits and employment-related obligations for its employees.
- IV. Sprinklr provides its consultants with all materials and means needed to provide the Services and deliverables.
- V. Sprinklr shall appoint a Project Manager who will act as the primary point of contact between Customer and Sprinklr. All directions and communications from Customer related to the Professional Services shall be directed exclusively to Sprinklr's Project Manager.
- VI. Where the performance of a SOW requires a Sprinklr employee to provide the services on Customer's premises, the sole authority to give general directives and specific instructions to any assigned Sprinklr employee remains with Sprinklr. The Sprinklr employee shall however comply with any internal house rules governing Customer's premises.

#### **B. SOW Estimate**

- I. All Professional Service efforts estimated within a SOW are based upon meetings between Sprinklr and the Customer. Sprinklr has been given an understanding of the Customer's requirements and purpose for this project and the related project goals to define any estimates.
- II. Customer obligations listed in Sprinklr Professional Services Online Terms have been used to develop Sprinklr's estimated level of effort and cost, any deviation from these assumptions may necessitate changes in the fee and effort estimates by issuing a Change Order.
- III. Sprinklr will provide any deliverables within a SOW based on Sprinklr best practices and aligned to the Customer requirements up to the quantity and value of professional services set out in Section 1 – Professional Services Fees.

#### **C. Change Order Process**

- I. Sprinklr will define all deliverables within a SOW based on Customer provided workstreams and terminology, all deliverables are informational and may be amended, replaced or removed during project delivery in an appropriate Change Order to be mutually agreed upon by the parties up to the total value of a SOW.
- II. Sprinklr will continue to perform Services pursuant to the existing Statement of Work deliverables and will have no obligation to perform any deliverables defined within a Change Order unless and until the parties have executed this agreement

#### **D. Invoice Review & Dispute**

- I. Invoiced days shall be subject to Customer review during which any dispute of invoiced days and associated deliverables must be raised by Customer within 5 days of invoice receipt.