

Sprinklr Care Lite Services Agreement

PLEASE SCROLL DOWN AND READ ALL OF THE FOLLOWING TERMS OF USE CAREFULLY. THIS IS A LEGAL AGREEMENT (“AGREEMENT”) BETWEEN YOU AND SPRINKLR, INC. (“SPRINKLR”) STATING THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SPRINKLR SELF SERVICE OFFERING. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” AND “YOUR” SHALL REFER TO SUCH ENTITY. BY CLICKING “I ACCEPT” OR BY USING THE SELF SERVICES ONLINE TRIAL, YOU ARE AGREEING TO ALL OF THE TERMS AND CONDITIONS STATED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK “I ACCEPT,” AND DO NOT USE THE SELF SERVICES ONLINE TRIAL

1. DEFINITIONS

“**Acceptable Use Policy**” means Sprinklr’s Acceptable Use Policy, located at www.sprinklr.com/legal.

“**Affiliate**” means any entity which is directly or indirectly controlling, controlled by, or under common control with a party to this Agreement.

“**Connected Services**” means the various social media services supported by the Sprinklr Lite Services.

“**Content**” means Inbound Content and informational content entered into the Sprinklr Account.

“**Contractor**” means subcontractors, suppliers, resellers and advisors.

“**User**” means an individual user who is authorized to use the Sprinklr Lite Services and has been supplied or has created a user identification and password.

“**Data Processing Addendum**” means Sprinklr’s Data Processing Addendum, if applicable, located at www.sprinklr.com/legal

“**Inbound Content**” means any information published on any Connected Service not created by a User. Such information includes but is not limited to, in whatever form and/or nature, text, data, graphics, photos, audio, video, electronic messages, trademarks and other identifiers.

“**Internal Use**” means use of the Sprinklr Lite Services for your general business use, and solely for the benefit of you and your company, but does not include use of the Sprinklr Lite Services to provide any services for the benefit of third parties.

“**Order**” means the selection of the desired premium plan within the Sprinklr Lite Services by a User. The plan selected will determine the relevant fees, term length, and number of user seats. An Order is effective upon the earlier of (i) payment of the applicable initial fee or (ii) use of the premium Sprinklr Lite Services.

“**Sprinklr Account**” means your password restricted account to access and use the Sprinklr Lite Services.

“**Sprinklr Lite Services**” means Sprinklr’s proprietary offering provided by Sprinklr and accessed by you via the internet.

“**Updates**” means modifications, updates and changes made by Sprinklr to the Sprinklr Lite Services which Sprinklr makes generally available to its customers at no additional fee. Updates exclude new features, functions and capabilities which are offered for an additional fee.

2. INTELLECTUAL PROPERTY, RIGHTS OF USE

2.1 Sprinklr owns all right, title and interest in and to the Sprinklr Lite Services.

2.2 Subject to the terms and conditions of this Agreement, Sprinklr grants to you a non-exclusive, non-transferable right to access and use the Sprinklr Lite Services for Internal Use, during the Term. The Sprinklr Lite Services may be accessed and used solely by you. Sharing of User accounts (user identification and password) is prohibited.

2.3 You shall be responsible for ensuring that you comply with this Agreement (including, but not limited to the Acceptable Use Policy) and all acts or omissions of you, any Users, and any Affiliates under this Agreement.

2.4 You grant to Sprinklr during the term of this Agreement a royalty-free, non-exclusive, non-transferable, worldwide right and license to copy, cache, store, reproduce, perform, display, use, distribute, transmit and generally make available the Content in electronic form via the Internet, through wireless communications services and social media through the Sprinklr Lite Services in order to provide the Sprinklr Lite Services to you in accordance with this Agreement.

2.5 The Acceptable Use Policy, in its current version, shall be incorporated into this Agreement, in its entirety, and you agree that you will comply with the Acceptable Use Policy.

2.6 You may not, directly or indirectly (i) misappropriate or infringe Sprinklr’s intellectual property rights, (ii) reverse engineer, decompile, disassemble, disclose or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Sprinklr Lite Services; (iii) modify, translate, or create derivative works based on the Sprinklr Lite Services; (iv) use the Sprinklr Lite Services for purposes of a third party or otherwise for the benefit of a third party;



or (v) use or view the Sprinklr Lite Services for the purposes of developing, directly or indirectly, a product or service competitive to the Sprinklr Lite Services.

- 2.7** The Sprinklr Lite Services provide an opportunity for current and potential Sprinklr customers to experience Sprinklr services without the cost and time involved in an enterprise rollout. As part of use of the Sprinklr Lite Services, you agree that Sprinklr is not obligated to provide any technical support, phone support, or updates for the Sprinklr Lite Services or for any Sprinklr program accessed or used under this Agreement. As a User, you agree not to open support requests, use Sprinklr support channels (other than those found within the Sprinklr Lite Services), or otherwise contact Sprinklr to request assistance with questions or problems experienced during the use of the Sprinklr Lite Services under this Agreement.

3. TERM AND TERMINATION

- 3.1** The term of this Agreement will begin on the effective date of first use of the Sprinklr Lite Services by you ("Effective Date") and continue for the period of time selected by you on the Order ("Term"). Thereafter, unless you discontinue use prior to the end of the Term, the Term shall be automatically renewed on for the same length of time as the original order until terminated by Sprinklr or you discontinue use of the Sprinklr Lite Services. Sprinklr reserves the right to change the Fees (as defined below) at any time and any such change in Fees shall be effective as of the start of the next Term.
- 3.2** You may discontinue use of the Sprinklr Lite Services at any time provided that you acknowledge there shall be no refund of Fees pre-paid and applicable to the post termination period. Additionally, either party may terminate this Agreement and/or Order in the event that the other party is in material breach of this Agreement, and/or Order, which has not been cured within thirty (30) days following receipt of written notice of such breach. You acknowledge and agree that Sprinklr has no obligation to retain Content, and that Content will be irretrievably deleted, following the termination of the Sprinklr Lite Services. Provisions that survive termination or expiration of this agreement are those which by their nature are intended to survive.
- 3.3** Upon expiration or termination of this Agreement (i) all rights to use the Sprinklr Lite Services immediately cease; and (ii) you will return or destroy at Sprinklr's request any Confidential Information in your possession.

4. FEES AND PAYMENT

- 4.1** You shall pay Sprinklr all fees set forth in the initial Order and subsequently for each renewal. All Fees set forth in an Order are non-cancelable and non-refundable and are based on the premium plan purchased. Unless otherwise stated on the Order, all payments shall be made via credit or debit card through the Sprinklr Services. The initial payment shall be made by the User upon submission of the Order and Sprinklr will charge the credit or debit card on file within the Sprinklr Lite Services for each subsequent renewal. You acknowledge and agree that Sprinklr utilizes a third party credit card processing company to facilitate such transactions and Sprinklr shall have no access to, or liability for, your credit card data. Access to the Sprinklr Lite Services shall begin only after payment has been made and in the event of any returned payment or nonpayment all access to the Sprinklr Lite Services shall cease immediately. Any such suspension or termination of the Sprinklr Lite Services for nonpayment shall not be a breach of this Agreement by Sprinklr. You agree to reimburse Sprinklr for any costs of collection or fees imposed due to a returned payment.
- 4.2** If you utilize the Twilio Services (as defined below in section 11.1), you agree that Fees for use of such service will result in additional fees. The additional fees shall be based on the actual usage of Twilio Voice. Sprinklr will invoice you, at the then current rates for Twilio Voice (which are subject to change), for any additional usage, on a monthly basis. Invoices will be based on a calendar month and cannot be split, by business unit or otherwise.
- 4.3** Sprinklr's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes") unless otherwise stated on the final invoice. You are responsible for paying all Taxes associated with purchases hereunder. If Sprinklr has the legal obligation to pay or collect Taxes for which you are responsible under this section, Sprinklr will invoice you and you will pay that amount unless you provide Sprinklr with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Sprinklr is solely responsible for taxes assessable against it based on its income, property and employees.

5. WARRANTIES

- 5.1** Each party represents and warrants that it has the right and authority to enter into and perform its obligations under this Agreement and shall comply with all applicable laws.
- 5.2** Sprinklr warrants that during the Term, when used as expressly permitted hereunder, the Sprinklr Lite Services shall perform in all material respects in accordance with the terms of this Agreement. Your sole and exclusive remedy for a breach of this warranty shall be Sprinklr's reperformance of the non-conforming Sprinklr Lite Services.
- 5.3** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SPRINKLR LITE SERVICES, INCLUDING ALL FUNCTIONS THEREOF, ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ACCURACY OF CONTENT, NON-INFRINGEMENT, NON-INTERFERENCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SPRINKLR LITE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE.



6. INDEMNIFICATION

You shall indemnify, defend and hold harmless Sprinklr and its Affiliates, (the “Sprinklr Parties”) from and against any losses, liabilities, costs, expenses (including reasonable attorneys’ fees and expenses), penalties, judgments, settlement amounts and damages arising from a breach of the Acceptable Use Policy or any breach of this Agreement.

7. LIMITATIONS OF LIABILITY

7.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES OR ANY OTHER MATTER RELATING TO THE SPRINKLR LITE SERVICES.

7.2 IN NO EVENT SHALL THE TOTAL LIABILITY OF SPRINKLR TO YOU FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE), ARISING FROM THIS AGREEMENT OR YOUR USE OF THE SPRINKLR LITE SERVICES, EXCEED, IN THE AGGREGATE, THE FEES PAID AND/OR PAYABLE FOR THE SPRINKLR LITE SERVICES FOR THE PRIOR TWELVE (12) MONTHS. YOU ACKNOWLEDGE THAT SPRINKLR HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

8. CONFIDENTIALITY

8.1 “Confidential Information” means Sprinklr’s business or technical information, including product plans, designs, source code, marketing plans, business opportunities, personnel, research, development or know-how; and (ii) information designated by Sprinklr as “confidential” or “proprietary” or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential. Confidential Information includes information disclosed prior to or during the Term of this Agreement. Confidential Information shall not include information which: (i) is or becomes generally available to the public other than as a result of wrongful disclosure by you; (ii) is or becomes available to you on a non-confidential basis from a third party that rightfully possesses the Confidential Information and has the legal right to make such disclosure; or (iii) is developed independently by you without use of any of Sprinklr’s Confidential Information and by persons without access to such Confidential Information.

8.2 You agree not to use any Confidential Information for any purpose other than as necessary under this Agreement. During and after the Term, you will not disclose any Confidential Information to any third party without the prior written consent of Sprinklr, except (i) where such disclosure is necessary for the performance of your obligations under this Agreement; or (ii) as may be required by laws (provided that you shall give Sprinklr advance notice of such requirement to the extent legally permitted). For purposes of clarity, you may publicly disclose the fact that it is using the Sprinklr Lite Services, but all details about the uses, functionalities or other aspects of the services (including screenshots and specific features of the Sprinklr Lite Services) are Confidential Information of Sprinklr and may not be disclosed.

9. DATA PROTECTION

The parties acknowledge and agree that with regard to the Processing of Personal Data, you are the Controller and Sprinklr is the Processor as such terms are defined in the Data Processing Addendum. If applicable, Sprinklr’s Data Processing Addendum, in its current version at www.sprinklr.com/legal, is incorporated into and subject to the terms of this Agreement by reference.

10. GOVERNING LAW

This Agreement is governed by the laws of the State of New York, without reference to conflict of law principles. The parties irrevocably consent to the exclusive jurisdiction of the state or federal courts located in New York County, NY, over any suit, action or proceeding arising out of or relating to this Agreement. THE PARTIES UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT.

11. MISCELLANEOUS

11.1 Third Party Terms.

11.1.1 Twitter. You understand and agree that the Sprinklr Lite Services may only be used for standard, approved uses cases and use is subject to the Twitter Limited Data License (EULA) located at www.sprinklr.com/legal (the “Twitter EULA”), which you hereby agree to and which is hereby incorporated into and forms part of this Agreement.

a. You understand and agree that the API within the Sprinklr Lite Services may be used for the following use cases only:



- Time to Insights: Provide valuable insights to the end-user through a zero-configuration based tool wherein users can generate insights based on pre-configured inputs like brands & competitors within no time
- Benchmark Campaign Performance: Monitor campaign KPIs across your top competitors and identify top content
- Discover Potential Areas of Crisis: Monitor general events and detect crisis that related to your brand
- Manage Brand Reputation: Monitor and enhance your brand's reputation across traditional and social channels
- Inform your Content Strategy: Solidify your content strategy by benchmarking with industry trends
- Inform your Digital Care strategy: Keep a tab on customer care call drivers & key metrics Benchmark Brand Performance: Track competitor's performance, identify gaps and optimise your social media strategy
- Improve Brand Awareness: Increase your brand awareness by tracking customer conversations and engagement
- Informing Product Strategy: Understand how your products are performing and benchmark against competitors
- You agree that you and your organization are not government or other public sector entities

11.1.2 Twilio. You further agree that in using the Sprinklr Lite Services you may choose to access and use the third party product, Twilio ("Twilio Services"). Any use of the Twilio Services shall be in compliance with the current version of (i) the Twilio Acceptable Use Policy (<https://www.twilio.com/legal/aup>), and (ii) the Twilio Documentation (<https://www.twilio.com/docs>, <https://www.sendgrid.com/docs> and <https://www.twilio.com/legal/services-documentation>). You acknowledge that the features and functions of the Twilio Services may change over time, in Twilio's sole discretion, and that Sprinklr may choose not to renew the Twilio Services at the end of the then current term. You hereby represent and warrant that (i) you have provided and will continue to provide adequate notices, and that you have obtained and will continue to obtain the necessary permissions and consents to provide data from the Twilio Services to Sprinklr and to Twilio, (ii) if you record or monitor telephone calls, SMS messages, or other communications using the Twilio Services, then you will comply with all applicable laws prior to doing so, and that you will provide all required notices and secure all required prior consents to record or monitor communications using the Twilio Services, and (iii) you will not attempt to use the Twilio Services to contact an official government-sponsored emergency telephone number (such as 911 in North America or 112 in the European Union and other locations worldwide) which is used to dispatch professional emergency responders. Pursuant to the terms of the Agreement, you shall indemnify Sprinklr for any and all third-party claims made against Sprinklr based on a breach of this representation and warranty.

- 11.2** This Agreement incorporates any exhibits, appendices and other documents referred to in it, including, but not limited to, the Acceptable Use Policy, the Twitter EULA, and/or, if applicable, any data processing agreement. This Agreement is the entire agreement between the parties relating to this subject matter and supersedes (i) any pre-printed terms on a purchase order, which shall have no effect, and (ii) all prior or contemporaneous understandings of the parties related thereto, including any separate non-disclosure agreement between the parties relating to this subject matter as it relates to confidential information disclosed after the date of and pursuant to this Agreement. Sprinklr may amend this Agreement 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 Agreement materially affects your rights related to the use of the Sprinklr Lite Services, you may terminate the use of said Services. If you continue to use the Sprinklr Lite Services after notice of the amendment of this Agreement is given, you shall be deemed to have agreed to this Agreement as amended. By executing this Agreement, you affirm and agree that Sprinklr has not made any representations to induce you to enter this Agreement except for those representations explicitly set forth in this Agreement. You specifically disclaim reliance upon any representations of any kind whatsoever except for those set forth in this Agreement.
- 11.3** In no event may you initiate any action against Sprinklr pursuant to this Agreement more than two (2) years from the date the claim arose, in case such limitation is permitted by applicable law.
- 11.4** Except as may be expressly provided herein, all remedies provided for in this Agreement are non-exclusive remedies.
- 11.5** Sprinklr may assign this Agreement in whole or in part upon notice to you. You may not assign its rights or obligations under this Agreement without obtaining Sprinklr's prior written consent. Any assignment in contravention of this section is void.
- 11.6** Sprinklr may identify you as a Sprinklr customer in Sprinklr's marketing materials, promotional presentations, customer lists, website and other written and electronic materials (name and logo). Any other uses of either party's name and logo shall be subject to the prior review and approval of the owning party, such approval not to be unreasonably withheld.
- 11.7** Sprinklr has the worldwide, perpetual, irrevocable right and license to use non-personal aggregated/anonymized statistical data derived from the operation and use of the Sprinklr Lite Services ("Statistical Data") for internal business



and/or operating purposes only, provided that Sprinklr does not share with any third-party Statistical Data which reveals the identity of you or your Users.

- 11.8** Nothing in this Agreement will create any association, partnership, or joint venture between the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly stated in this Agreement. If a court of competent jurisdiction finds any provision of this Agreement unenforceable, all other provisions will remain in full force and effect and the unenforceable provision will be replaced with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision.