Sprinklr Contracts FAQ

Who is Sprinklr and What do we Do?

These Sprinklr Contracts FAQ's intends to provide some background information on Sprinklr's products and services to give a better understanding of our offerings and to facilitate the review of our Master Services Agreement. While the folks in the front office know what we do, often times, attorneys and contract professionals are sent contracts from Sprinklr to review, without having an understanding of who we are, what is being purchased and how we provide that service so we've outlined below many of the common questions around those products and services to help with that. This document does not form part of the agreement between you and Sprinklr.

What does Sprinklr Sell and What is being Purchased?

Sprinklr offers the world's most complete enterprise Social Media Management System (SMMS) through our Experience Cloud technology platform, purpose-built to help large brands create, manage, and optimize valuable social experiences that customers will love, across 20+ social channels and brand websites. Sprinklr is a cloud based Software as a Service ("SaaS") application provided over the Internet, in a multi-tenant hosted environment. Being SaaS, all customers are on the same version of the Sprinklr Platform.

What kind of data is processed by the Sprinklr Platform?

The data collected and processed by Sprinklr in the context of the provisioning of Sprinklr's services for our customers includes inbound and outbound messages and posts on the various social media networks (e.g. Facebook and Twitter, etc.). Sprinklr's customers authorize Sprinklr to connect to their social media accounts and can unilaterally determine the scope of the data collection and data processing. The data collected and processed by Sprinklr is primarily publicly accessible data, in particular social media messages and posts published by the users of the various social media networks. This data may or may not be personal data, depending on the information provided by each individual user of a social media network. Messages and posts published on the social media networks under a pseudonym are not necessarily suitable to personally identify the specific user of the social media network. In addition, Sprinklr collects data provided by customers' employees using the Sprinklr platform for the purpose of providing the Sprinklr services (especially login data).

Where is the My Data Stored and how is Privacy Addressed?

Sprinklr stores data in our hosting centers in the United States. If there is personal data transferred from the European Union to the United States, Sprinklr offers the EU Standard Contractual Clauses as a tool to allow the free flow of personal data. Sprinklr's Data Processing Addendum is located at https://www.sprinklr.com/legal.

How does Sprinklr Protect Customer Data?

Sprinklr is a multi-tenant Software-as-a-Service (SaaS) product which is hosted in a private virtual cloud (PVC). This means that your data shares the physical environment with other Sprinklr customers but is logically isolated to ensure security. This hosting environment creates a high availability redundant enterprise grade installation with strong security. Sprinklr normally doesn't involve highly sensitive data requiring the associated high security, instead Sprinklr typically deals with social media posts for Facebook, Twitter and Instagram. For these reasons Sprinklr is not PCI/DSS or HIPPA certified but Sprinklr does hold a SOC 2 Type 2 security certification. In addition, Sprinklr has executed contracts with all supported social media networks, and these contracts impose obligations which Sprinklr must enforce to ensure that prohibited content is not allowed to be posted via the Sprinklr system.

Since Sprinklr is a multi-tenant system, we must protect the confidentiality of other customers sharing the environment. This places restrictions on the access we provide to our customers and the ability to audit and inspect our security environment. In addition, the multi-tenant environment extends to our subcontractors; Sprinklr has two basic types of subcontractors, multi-tenant subcontractors and SOW subcontractors that provide professional services, usually under a statement of work (SOW). Customers may upon request audit, inspect and approve SOW subcontractors who are working under a specific SOW which mentions that

subcontractor by name. Multi-tenant subcontractors such as hosting or data providers, are not available for audit, inspection or approval to any customer in the multi-tenant environment. This policy ensures all Sprinklr customers there is no appearance (or in fact) any influence by a competitor on Sprinklr operations which could indirectly impact a Sprinklr customer.

What happens to my Data on Termination or Expiration of the Agreement?

Pursuant to Section 3.4 of Sprinklr's Master Services Agreement ("MSA"), within thirty (30) days after the effective date of termination and upon request Sprinklr will extract customer's available content from the Platform. Both parties will agree to an acceptable transfer methodology, (typically Sprinklr provides an SFTP for the transfer).

What is Sprinklr's Service Level Agreement ("SLA")?

Sprinklr's SLA can be found at www.sprinklr.com/legal. All customers of Sprinklr are on the same version of the Platform. We cannot modify this SLA on a customer by customer basis, as we would not be able to scale our operations without uniformity across our entire customer base.

What is Sprinklr's Acceptable Use Policy ("AUP")?

Sprinklr's AUP can be found at www.sprinklr.com/legal. We have created this policy to make it very clear what can and cannot be done with the Sprinklr Platform. Much of this is required by the social media networks that our Platform interacts with. As a result, this is required to be accepted by our customers without any amendments.

What are Sprinklr's Standard Payment Terms?

Sprinklr invoices for all fees in advance, upon execution of an order form. Payment terms are thirty (30) days from the date of the invoice.

Does Sprinklr offer Termination for Convenience?

Sprinklr does not allow termination of an agreement or order form for convenience. Sprinklr sets its prices based on a committed term as set forth in an order form. It is fundamental to Sprinklr's business that each party is committed to a term upon execution of an order form, other than a termination due to breach.

Does Sprinklr allow Acceptance Testing of the Platform?

Sprinklr's SaaS model is fundamentally different than other methods of software delivery. Sprinklr operates a multi-tenant environment that runs the Platform for all customers on a "single code line". The Platform that you license is the Platform readily available to, and already used by over 1,000 customers of Sprinklr, and is simply enabled for you use. The concept of acceptance of this Platform does not exist in Sprinklr's SaaS business model.

Does Sprinklr Provide an Indemnification?

Pursuant to Section 6.1 of the MSA, if a third party claims that you have infringed on their IP rights as a result of using the Sprinklr Platform, we stand behind our Platform and we will indemnify you for any such claims. Sprinklr also requires an indemnity from our customers for any breach of Sprinklr's AUP.

Does Sprinklr Provide Unlimited Liability?

Sprinklr understands the importance of each party's liability and the liability of each party should correlate directly to the value of the agreement between the parties. To achieve this goal, Sprinklr excludes indirect damages for both parties. In addition, Sprinklr's mutual limitation of liability for direct damages in a contract is the fees paid by a customer in the twelve (12) months prior to the event giving rise to the liability. There are two exceptions to the direct damages limitation, these are (i) if a customer reverse engineers, or misappropriates Sprinklr's Intellectual Property, and (ii) each party's standard indemnification obligations as stated in our MSA. Our Platform and Intellectual Property is what our company is built upon, and we cannot agree that a Customer could have any limit if they attempt to take that Intellectual Property, for any types of damages.

Sprinklr Contracts

Master Services Agreement (UK)

TABLE OF CONTENTS

TABLE OF CONTENTS 3
1. DEFINITIONS 3
2. INTELLECTUAL PROPERTY, RIGHTS OF USE 4
3. TERM AND TERMINATION 5
4. FEES AND PAYMENT 5
5. WARRANTIES 6
6. INDEMNIFICATION 6
7. LIMITATIONS OF LIABILITY 7
8. CONFIDENTIALITY 7
9. DATA PROTECTION 7
10. GOVERNING LAW 8
11. MISCELLANEOUS 8

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.

"**Agency**" means Customer's representatives, advertising agencies and/or other Customer service providers.

"**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 and may need to be renewed from time to time.

"**Content**" means Inbound Content, Customer Content and informational content entered into the Sprinklr Account.

"Contractor" means subcontractors, suppliers, resellers and advisors.

"Customer Content" means any material, regardless of Customer's knowledge or intent, that is (i) published or entered into the Sprinklr Account by Customer, an Agency or employee on behalf of or under the direction of Customer or (ii) published or intended to be published to the Connected Services for which Sprinklr has Connected Services Authorization, through the Sprinklr Account.

"Customer User" means an individual who is authorized by Customer to use the Platform. Customer Users may include, for example, Customer's and Agency's employees and contractors.

"Force Majeure Event" means circumstances beyond a party's reasonable control, including but not limited to acts of God, fire, labor difficulties, terrorism, failure of third party networks or the public internet, power outages, or governmental demands or restrictions.

"Inbound Content" means any information published on any Connected Service not created by or under the direction of Customer, an Agency or employee of Customer. 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 Services for Customer's and/or Customer Affiliates' general business use for the benefit of Customer and/or Customer Affiliates, but does not include use of the Sprinklr Services to provide any services for the benefit of third parties.

"Order Form" means a written order executed by the parties which identifies the Platform information, such as, modules purchased, term and associated fees.

"Data Controller", **"Data Processor"** and **"Personal Data"** has the meaning given to this term in the applicable data protection law.

"Platform" means Sprinklr's proprietary social relationship infrastructure software platform which is accessed by Customer via the internet, as specified in an applicable Order Form. Platform includes Updates made during the Term.

"Professional Services" means Sprinklr social media services other than the Platform that may be offered from time to time and that Customer elects to receive as described in an executed SOW.

"SLA" means Sprinklr's Service Level Agreement, located at www.sprinklr.com/legal.

"SOW" (Statement of Work) means a written order executed by the parties which identifies the Professional Services ordered by Customer, including the description, and associated fees.

"Sprinklr Account" means Customer's password restricted account to access and use the Platform. Sharing of Sprinklr Accounts with more than one person is strictly forbidden.

"Sprinklr Services" means the Platform and Professional Services.

"Updates" means modifications, updates and changes made by Sprinklr to the Platform 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 and must be specified in a License Order Form or SOW.

"User Guides" means Sprinklr materials made available to Customer through the support portal to assist users of the Platform, as such materials may be updated during the Term.

2. INTELLECTUAL PROPERTY, RIGHTS OF USE

2.1 Customer owns all right, title and interest in and to all Customer Content uploaded, stored, processed or transmitted through the Platform under Customer's Account.

2.2 Sprinklr owns all right, title and interest in and to the Platform, User Guide and all Sprinklr Services.

2.3 Subject to the terms and conditions of this Agreement, Sprinklr grants to Customer a non-exclusive, non-transferable right to access and use the licensed modules of the Platform for Internal Use, during the Term, for the limited purpose of managing its social media activities on the Connected Services. The Platform may be accessed and used solely by the number of Customer Users specified in the applicable Order Form(s).

2.4 Subject to the terms and conditions of this Agreement, Customer's Affiliates and Agencies may access and use the Platform for Internal Use. All obligations of Customer shall apply equally to each Customer Affiliate and Agency that uses the Sprinklr Services; provided however, Customer shall be responsible for all acts or omissions of its Affiliates and Agencies under this Agreement.

2.5 Customer grants to Sprinklr during the term of this Agreement a royalty-free, non-exclusive, non-transferable, worldwide right and license: (i) to copy, cache, store, reproduce, perform, display, use, distribute, transmit and generally make available the Customer Content in electronic form via the Internet, through wireless communications services and social media through the Platform in order to provide the Sprinklr Services to Customer in accordance with this Agreement; and (ii) to access Customer's accounts on the Connected Services in order to provide the Sprinklr Services.

2.6 Customer will comply with Sprinklr's Acceptable Use Policy.

2.7 Sprinklr will provide the Sprinklr Services in accordance with the SLA.

2.8 Customer will 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 Platform; (iii) modify, translate, or create derivative works based on the Platform; (iv) use the Sprinklr Services for purposes of a third party or otherwise for the benefit of a third

party (other than an Affiliate as permitted hereunder); or (v) use or view the Platform for the purposes of developing, directly or indirectly, a product or service competitive to the Sprinklr Services.

3. TERM AND TERMINATION

3.1 The term of this Agreement will begin on the Effective Date and continue until expiration or termination of all Order Form's and/or SOW's (the "Term"). Each Order Form and SOW will have its own term as stated in such document.

3.2 Either party may terminate this Agreement and all Order Forms and SOW's in the event that the other party is in material breach of this Agreement, and/or any Order Form or SOW, which has not been cured within thirty (30) days following receipt of written notice of such breach.

3.3 Upon expiration or termination of this Agreement: (i) in the event of termination due solely to a breach by Sprinklr, then Sprinklr shall refund any prepaid fees for Services that would have been rendered after the date of termination; (ii) in the event of termination due solely to a breach by Customer, then Customer shall pay all fees through the date of termination, plus all fees through the remainder of the term of the applicable Order Form and/or SOW; (iii) all rights to use the Platform immediately cease and provision of Professional Services immediately ends; (iv) within thirty (30) days, each party will return or destroy at the disclosing party's request the other party's Confidential Information; and (v) Sections 2.6, 4.3, and 7 - 10 shall survive, as well as any other provisions which by their terms or sense are intended to survive.

3.4 Within thirty (30) days after the effective date of termination and upon request Sprinklr will extract all available Customer Content from the Platform. Both parties will agree to an acceptable transfer methodology, (typically Sprinklr provides an SFTP for the transfer). If Customer accounts are deactivated prior to the termination date, the data contained within those accounts is not available, therefore Customer must extract account data prior to deactivating accounts. After such thirty (30) day period, Sprinklr shall have no obligation to maintain or return any Customer Content. Any reasonable expenses incurred by Sprinklr as a result of this extraction shall be the responsibility of Customer.

4. FEES AND PAYMENT

4.1 Customer shall pay Sprinklr all fees set forth in each applicable Order Form and/or SOW (collectively, "Fees") within thirty (30) days of the invoice date. Customer may withhold payment of any Fees that are the subject of a good faith dispute of which Customer has provided Sprinklr written notice within five (5) business days of invoice receipt ("Disputed Fees"); provided that all Fees which are not Disputed Fees shall be timely paid, and the Disputed Fees shall be paid within ten (10) days of resolution of the dispute. Unless stated otherwise in an applicable Order Form and/or SOW, Fees are denominated and payable in United States dollars.

4.2 All Fees set forth in an Order Form are payable in advance. Except as may be expressly stated in this Agreement, all Fees are non-cancelable, non-refundable and are based on the Sprinklr Services purchased and not based on usage. Customer shall reimburse Sprinklr for all reasonable out-of-pocket expenses incurred in performing the Sprinklr Services as described in the applicable Order Form and/or SOW upon the submission to Customer of applicable receipts or other documentation.

4.3 Sprinklr reserves the right to charge Customer interest at the rate of the lesser of 1.5% per month, or the maximum rate permitted by law on any Fees not received by Sprinklr within fifteen (15) days of the payment due date. Additionally, in the event any Fees or expenses are more than thirty (30) days overdue, Sprinklr may (i) suspend its performance of the Sprinklr Services, and (ii) require full payment before Sprinklr resumes performance.

4.4 All Fees exclude taxes and Customer agrees to pay any applicable taxes charged arising from this Agreement in a timely manner, other than those based on Sprinklr's income. If Customer is tax-exempt, Customer shall provide Sprinklr with its tax-exemption number and certificate within five (5) business days after the Effective Date. Customer shall be responsible for any liability or expense incurred by Sprinklr as a result of Customer's failure or delay in paying taxes due or if Customer's claimed tax exemption is rejected. If Customer is legally required to withhold tax from its payment of Fees to Sprinklr, Customer agrees to gross up all Fees that are subject to such withholding tax, such that the net payment received by Sprinklr is the full originally stated amount of such Fees.

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.

5.2 Sprinklr warrants that during the Term, when used by Customer as expressly permitted hereunder, the Platform shall substantially conform to the User Guides and shall perform in all material respects in accordance with the terms of this Agreement and each Order Form or SOW. In the event Customer determines that the Platform has not met the foregoing warranty, Customer shall give Sprinklr prompt notice of the deficiency, including details sufficient to allow Sprinklr to replicate the deficiency, and in such event Sprinklr will use commercially reasonable efforts to remedy the identified deficiency. If Sprinklr does not remedy the deficiency, either party may terminate the affected Order Form or SOW and in such case Sprinklr will refund to Customer the amount of any pre-paid Fees for the period after termination as its exclusive remedy. This warranty does not cover any problem with or damage to the Platform to the extent caused by: (i) Customer's negligence, abuse, misuse, improper handling and/or use, (ii) modifications by anyone other than Sprinklr or its Contractors; (iii) failure to operate the Platform in accordance with the User Guides; or (iv) a Force Majeure Event.

5.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOLE AND EXCLUSIVE WARRANTIES AND WARRANTY REMEDIES ARE SET FORTH IN THIS SECTION AND, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SPRINKLR 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 SERVICES (INCLUDING THE PLATFORM) WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE.

6. INDEMNIFICATION

6.1 Sprinklr shall indemnify, defend and hold harmless Customer and its Affiliates (the "Customer Parties") from and against any losses, liabilities, costs, expenses (including reasonable attorneys' fees and expenses), penalties, judgments, settlement amounts and damages ("Losses") incurred by a Customer Party arising from a claim, suit, action or proceeding brought by a third party (a "Claim") against any Customer Party alleging that the Sprinklr Services (excluding the Content and use of the Connected Services Authorization) when used by Customer as permitted hereunder infringes any third party intellectual property right. In the event (a) it is held (or in Sprinklr's reasonable opinion it is likely to be held) that the Sprinklr Services when used in accordance with this Agreement and the applicable Order Form and/or SOW infringe a third party's rights, Sprinklr shall at its expense either (x) procure for Customer the right to continue using the affected elements of the Sprinklr Services, or (y) replace or modify the affected elements of the Sprinklr Service, in whole or in part, so that it becomes non-infringing but provides substantially equivalent functionality. If Sprinklr, in its sole discretion, determines that neither (x) nor (y) are commercially reasonable, Sprinklr may terminate the provision of the affected Sprinklr Services and refund to Customer the amount of any pre-paid Fees applicable to the terminated Sprinklr Services for the period after termination. Customer acknowledges that its right to obtain indemnification and the rights described in the preceding sentence are its sole and exclusive rights in the event of such a claim.

6.2 Customer shall indemnify, defend and hold harmless Sprinklr and its Affiliates, (the "Sprinklr Parties") from and against any Losses arising from a breach of the Acceptable Use Policy.

6.3 The indemnification obligations contained in this Agreement are conditioned upon: (i) notice by the party seeking indemnity ("Indemnitee") to the party from whom indemnity is sought ("Indemnitor") of any Claim for which indemnity is claimed within five (5) days of the Indemnitee receiving notice of such claim (failure to meet this condition does not exempt the Indemnitor of its indemnification obligation, except to the extent that failure has materially prejudiced the Indemnitor's ability to defend the Claim); (ii) complete control of the defense and settlement of the Claim by the Indemnitor, provided that no settlement may be made without the consent of the Indemnitee, such consent not to be unreasonably withheld or delayed; and (iii) reasonable cooperation by the Indemnitee in the defense as the Indemnitor may request. The Indemnitee has the right to participate in the defense against the indemnified Claims with counsel of its choice and at its own expense but may not confess judgment, admit liability or take any other actions prejudicial to the defense. Further, the Indemnitee may not settle an Indemnified claim unless such settlement includes an unconditional release of the other party from all liability on all Claims, or the other party gives its prior written consent, which shall not be unreasonably withheld.

6.4 THIS SECTION STATES EACH PARTY'S ENTIRE LIABILITY TO THE OTHER AND EACH PARTY'S SOLE REMEDY FOR ANY THIRD PARTY CLAIM DESCRIBED IN THIS SECTION.

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 Services.

7.2 Except for (i) either party's gross negligence or willful misconduct; (ii) the parties' indemnification obligations; and/or (iii) a breach of section 2.8, in no event shall the total liability of one party to the other party 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 Customer's use of the Sprinklr Services, exceed, in the aggregate, the total fees received by or payable to Sprinklr from Customer under this Agreement in the twelve (12) months immediately preceding the event giving rise to the liability. Customer acknowledges that Sprinklr has set its prices and 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. In no event shall the limitations in this section apply to fees due for the Sprinklr services under this Agreement.

7.3 Neither party will be liable to the other for any failure to perform, or delay in the performance of, any obligation under this Agreement caused by a Force Majeure Event.

8. CONFIDENTIALITY

8.1 "Confidential Information" means: (i) business or technical information, including product plans, designs, source code, marketing plans, business opportunities, personnel, research, development or know-how (all of the foregoing as they relate to the Sprinklr Services, including the Platform (current or planned), are Sprinklr's Confidential Information, and all of the foregoing as they relate to Customer's business, are Customer's Confidential Information); and (ii) information designated by the disclosing party 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 the receiving party; (ii) is or becomes available to the receiving party 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 the receiving party without use of any of disclosing party's Confidential Information and by persons without access to such Confidential Information.

8.2 Customer and Sprinklr each agree not to use any Confidential Information of the other party for any purpose other than as necessary to perform its obligations under this Agreement. During and after the Term, neither receiving party will disclose any Confidential Information of the disclosing party to any third party without the prior written consent of the disclosing party, except as may be required by Laws (provided that the party obligated to make the disclosure shall give the other party advance notice of such requirement to the extent legally permitted). Each receiving party shall be responsible for compliance with this Section and applicable provisions of this Agreement by its employees and Contractors, and shall obtain the agreement by each employee and Contractor to keep the Confidential Information of the disclosing party confidential and to use it solely as required for the performance of the receiving party's obligations hereunder. For purposes of clarity, Customer may publicly disclose the fact that it is using the Sprinklr Services, but all details about the uses, functionalities or other aspects of the Sprinklr Services (including screenshots and specific features of the Platform) are Confidential Information of Sprinklr and may not be disclosed.

9. DATA PROTECTION

9.1 Sprinklr shall process Customer's Personal Data only in accordance with the terms of the Agreement and only on Customer's instruction. Sprinklr shall not process Customer's Personal Data for its own purposes. Customer shall always be and remain the Data Controller and Sprinklr shall be a Data Processor.

9.2 Within Sprinklr's area of responsibility, Sprinklr will have in place and maintain the following technical and organizational measures to protect Customer's Personal Data against unauthorized or unlawful processing and/or accidental loss, destruction or damage:

- Prevention of unauthorized persons from gaining access to the Platform (physical access control);
- Prevention of Platform from being used without authorization (logical access control);

- Ensuring that only those persons with proper credentials gain access only to such Personal Data as they are entitled to accessing in accordance with their access rights, and that, in the course of processing or use and after storage, Personal Data cannot be read, copied, modified or deleted without authorization (data access control);
- Ensuring that Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media, (data transfer control);
- Ensuring the establishment of an audit trail to document whether and by which credentialed user Personal Data have been entered into, modified in, or removed from the Platform (entry control);
- Ensuring that Personal Data processed are processed solely in accordance with the Customer's instructions (control of instructions),
- Ensuring that Personal Data are protected against accidental destruction or loss (availability control);
- Ensuring that Personal Data collected for different purposes can be processed separately (separation control).

9.3 Sprinklr leverages its global pool of experts and resources to provide the Sprinklr Services to Customer. Customer acknowledges and agrees that the Platform and any Personal Data residing within and/or processed by the Platform may be hosted and/or accessed globally from outside the national territory where the Customer and/or Sprinklr are located in order to perform the Sprinklr Services. Sprinklr offers its Customers to conclude the EU Standard Contractual Clauses for the transfer of personal data outside of the European Economic Area, available at www.sprinklr.com/legal.

9.4 Either party will inform the other as soon as practicable upon learning of a data breach on the Platform involving Customer's data. The parties shall coordinate with each other to investigate the data breach and Sprinklr agrees to reasonably cooperate with Customer in Customer's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) facilitating interviews with Sprinklr's employees and others involved in the matter; and (iii) making available relevant records, logs, files, data reporting and other materials required to comply with applicable laws, regulations and industry standards (subject to any prevailing confidentiality, integrity and/or availability obligations towards other customers and third parties). Each party will use best efforts to prevent a recurrence of any data breach as soon as practicable.

9.5 If a governmental entity requests disclosure of Customer's data hosted by Sprinklr on behalf of the Customer, Sprinklr will try to redirect the government entity to the Customer first. If Sprinklr should nevertheless be required to respond to the request, Sprinklr will use reasonable efforts to notify the Customer in advance unless legally prohibited and Sprinklr will limit any disclosure of data to that data it is legally required to disclose.

10. GOVERNING LAW

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

11. MISCELLANEOUS

11.1 This Agreement incorporates any exhibits, appendices and other documents referred to in it, including, but not limited to, the Acceptable Use Policy, the SLA and, if applicable, any data processing agreement and/or the EU Standard Contractual Clauses. This Agreement together with each Order Form and/or SOW 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. This Agreement, any Order Form and SOW may be amended or any right waived only in writing signed by the parties.

11.2 This Agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

11.3 The Sprinklr Services may be subject to export laws and regulations of the United States and other countries. Customer shall comply with all applicable export laws and shall ensure that no Sprinklr Services are used or accessed in violation thereof.

11.4 In no event may either party initiate any action against the other party pursuant to this Agreement more than two (2) years from the date the claim arose.

11.5 Except as may be expressly provided herein, all remedies provided for in this Agreement are non-exclusive remedies.

11.6 Either party may assign this Agreement in whole or in part (i) to an Affiliate; (ii) in connection with a merger where the contracting entity does not survive such merger, or (iii) in connection with the sale of all or substantially all of the contracting entity's assets related thereto. Except as expressly stated in this section, neither party may assign its rights or obligations under this Agreement without obtaining the other party's prior written consent. Any assignment in contravention of this section is void.

11.7 Customer will reasonably cooperate with Sprinklr if it desires to issue a press release regarding Sprinklr's provision of the Sprinklr Services to Customer. Sprinklr may identify Customer as a Sprinklr Customer in Sprinklr's marketing materials, promotional presentations, customer lists, website and other written and electronic materials. Any and all other uses of either party's name shall be subject to the prior review and approval of the owning party, such approval not to be unreasonably withheld.

11.8 Sprinklr has the worldwide, perpetual, irrevocable right and license to use aggregated, anonymized, and statistical data derived from the operation and use of the Sprinklr Services ("Statistical Data") for business and/or operating purposes, provided that Sprinklr does not share with any third party Statistical Data which reveals the identity of Customer, Customer Users, or Customer's Confidential Information except as permitted pursuant to Section 8.

11.9 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.

11.10 In the event of a conflict between any provision of this Agreement and an SOW or Order Form, the terms of the SOW or Order Form shall prevail with respect to the matters covered by the applicable SOW and/or Order Form.