



Service Level Agreement

1. DEFINITIONS

“Problem” means the inability to access the Sprinklr Platform or a component of the Sprinklr Platform which had previously performed as expected. Problems do not include issues caused by modification(s) by Customer or its agents.

“Scheduled Maintenance Window” means the designated time periods during which Sprinklr may limit or suspend access to the Sprinklr Platform or software so that planned maintenance may be performed.

2. PLATFORM SUPPORT

Sprinklr personnel will be available as described below to answer questions and otherwise assist Customer in troubleshooting problems which may occur in the day-to-day operation of the Platform.

2.1 Online Support

The Sprinklr ticket and support portal is available 24 x 7 x 365, subject to circumstances beyond Sprinklr’s reasonable control and reasonable maintenance. All questions, issues and requests can be logged via the Sprinklr support portal.

2.2 Phone Support

Phone support is available 24 x 7 x 365, subject to circumstances beyond Sprinklr’s reasonable control and reasonable maintenance.

3. SERVICE PERFORMANCE

3.1 Service Commitment

Sprinklr shall use reasonable commercial efforts to (i) monitor and maintain the Sprinklr Platform host servers and to ensure connectivity, availability and operation of the host servers on the World Wide Web consistent with Sprinklr’s Availability Targets set forth below; (ii) monitor hardware and systems software and environmental controls; and (iii) provide Sprinklr’s standard activity and service level reporting.

3.2 Availability Target

Sprinklr shall use commercially reasonable efforts to maintain Availability of the Sprinklr Platform 99.5% of the time during each calendar monthly reporting period, excluding (i) Scheduled Maintenance Windows; (ii) unavailability caused by acts or omissions of Customer or its agents; (iii) unavailability caused by network unavailability or bandwidth limitations outside of the Sprinklr network; (iv) issues arising from problems in the software, firmware or hardware of Sprinklr’s suppliers; (v) hacks, malicious introduction of viruses, disabling devices, and other forms of attacks that disrupt access to the Sprinklr Platform; (vi) power outages or other telecommunications or Internet failures; and (vii) events outside of Sprinklr’s control (“Availability Target”). In the case of subsections (iv) and (v), such events shall be included in the calculation of Availability if the outage could have been prevented by reasonable and customary precautions in the hosting industry, which precautions were not taken.

The Availability of the Sprinklr Platform for a given calendar month will be calculated according to the following formula (referred to herein as the “Availability”): Where: Total minutes in the month= TMM; Total minutes in month Unavailable = TMU; and: Availability = ((TMM-TMU) x 100)/TMM. Sprinklr’s records and data will be the sole basis for all SLA calculations and determinations.

3.3 Right to Terminate

If Sprinklr fails to meet the Availability Target for two (2) consecutive calendar months or for any three (3) calendar months within any twelve (12) month period, then by notice given within thirty (30) days after the end of the month which triggered Customer’s right to terminate, Customer may terminate the Agreement effective thirty (30) days after receipt of the notice, and receive a refund of any pre-paid fees for periods after the effective date of termination. The provisions of this SLA state Customers sole and exclusive remedy for any service level deficiencies of any kind.

3.4 Scheduled Maintenance

Sprinklr has a Scheduled Maintenance Window of 5:00am US ET Saturday to 8:00am US ET Saturday; provided that it may change the maintenance window to a different period on advance notice to Customer. Sprinklr makes every effort to minimize impact for Customers using the platform. Sprinklr accomplishes this by typically utilizing only one or two maintenance windows per month, and performing operations to minimize Customer impact.

3.5 Emergency Maintenance

Sprinklr reserves the right to perform any required emergency maintenance work outside of the Scheduled Maintenance window. Sprinklr will use reasonable efforts to notify Customer before commencing any emergency maintenance outside of the Scheduled Maintenance window and will use reasonable efforts to limit or avoid impact to Client.

3.6 Problem Classification and Definition

Severity	Classification	Description
Level 1	Urgent	Platform is completely unavailable or performance is so poor as to render the Platform unusable. No work-around exists.
Level 2	High	A major functionality of the Platform is unusable which results in limited functionality or affects a large number of users.
Level 3	Medium	There is a loss of a function or resource that does not seriously affect the Platform's functionality.
Level 4	Low	Minor bugs and all other requests for service; such as general usage questions, tasks or enhancement requests.

3.7 Response Times

Response time begins at receipt of the Problem description to Sprinklr Support and concludes upon initial response to the Customer. Diligent efforts will be made to promptly respond to the Problem.

Resolution is defined by the period of time in which Sprinklr Support will diagnose and resolve the Problem or provide a mitigation to the Problem. The Target Resolution time period begins at the end of the applicable Response Time period. Resolution is not applicable if there is a dependency on an external vendor, for example Facebook or Twitter.

Classification	Initial Response	Target Resolution or Mitigation
Urgent	1 hour	4 hours
High	2 hours	8 hours
Medium	8 hours	3 weeks, or specific release
Low	8 hours	Case by case basis, future releases

3.8 Notification

Sprinklr will notify Customer promptly regarding any major site outages or any unplanned maintenance procedures. Customer will provide a contact list of key personnel for this notification.

4. ESCALATION PROCEDURE

4.1 Customer to Sprinklr

If Sprinklr Support fails to respond to a request within the time frames stated in the Response Times matrix, Customer may escalate the Problem within Sprinklr management. Contact the point of escalation managers in the order listed below. Specific contact information is provided in the welcome package.

- Client Success Manager
- Client Success Director
- Product Support Manager
- Product Support Director
- AVP, Technical Operations
- AVP, Client Success
- Executive Vice President

4.2 Sprinklr to Customer

Sprinklr proactively monitors the Sprinklr Platform, systems and connectivity. In the event that Sprinklr needs to notify Customer of application / network impairment, or the potential for impairment, Customer will be responsible for furnishing current contact information for escalation within Customer's organization.