



# Agency Master Services Agreement



# 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 FAQ 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 Customer Experience Management System 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).

### ➤ **What does Sprinklr do about Data Protection?**

Data protection and GDPR compliance is of paramount importance to Sprinklr. Sprinklr provides a GDPR-compliant Data Processing Addendum (DPA) to all its customers, available at [www.sprinklr.com/legal](http://www.sprinklr.com/legal). The DPA also includes the EU Standard Contractual Clauses. Sprinklr is also certified under the EU-U.S. Privacy Shield.

Sprinklr is committed to absolute transparency with regard to its data processing operations, including all sub-processors used by Sprinklr. The list of sub-processors is also available at [www.sprinklr.com/legal](http://www.sprinklr.com/legal).

The Sprinklr platform establishes procedures to enable our customers to respond to data subject requests for access, rectification, objection, restriction, portability, and deletion (right to be forgotten) in an efficient way directly via the user interface and/or via an API.

Sprinklr ensures that every employee is aware of his/her data protection and confidentiality obligations. Every employee participates in mandatory data protection and information security trainings and is formally obliged to data secrecy. Sprinklr established a data protection steering committee of key functional leaders throughout the company and Sprinklr also appointed an experienced Data Protection Officer.



### ➤ **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](http://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](http://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 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.



# AGENCY MASTER SERVICES AGREEMENT

## 1. DEFINITIONS

“**Acceptable Use Policy**” means Sprinklr’s Acceptable Use Policy, located at [www.sprinklr.com/legal](http://www.sprinklr.com/legal).

“**Affiliate**” means an entity which is directly or indirectly controlling, controlled by, or under common control with the respective other legal entity.

“**Client**” means Agency’s end-customer(s) for whose Internal Use the Sprinklr Services may be used for, defined in an Order Form.

“**Client Content**” means any material that is (i) published or entered into the Sprinklr Account by a User or (ii) published or intended to be published to the Connected Services for which Sprinklr has Connected Services Authorization, through the Sprinklr Account.

“**Connected Services**” means the various social media services supported by the Platform that Agency desires to connect to through the Platform for the benefit of its Client.

“**Connected Services Authorization**” means the authorization relating to the Client’s Connected Services accounts, which enable the Platform to interact with Client’s Connected Services accounts and may need to be renewed from time to time.

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

“**Contractor**” means subcontractors, suppliers, resellers and advisors, agencies and/or other service providers.

“**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 thirdparty 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 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 Services for Client’s and/or Client’s Affiliates’ general business use related to the management of their social media activities on the Connected Services, solely for the benefit of Client and/or Client’s Affiliates, but does not include use of the Sprinklr Services to provide any services for the benefit of Agency or any other third parties.

“**Order Form**” means a written order executed by the parties which defines the respective order’s parameters, such as Client, modules purchased, term and associated fees.

“**Platform**” means Sprinklr’s proprietary customer experience software platform which is accessed by Agency and/or Client via the internet, as specified in an applicable Order Form. Platform includes Updates made during the Term.

“**Professional Services**” means Sprinklr’s social media services other than the Platform that may be offered from time to time and that Agency elects to receive as described in an executed SOW.

“**SLA**” means Sprinklr’s Service Level Agreement, located at [www.sprinklr.com/legal](http://www.sprinklr.com/legal).

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

“**Sprinklr Account**” means Agency’s password restricted account to access and use the Platform. Sharing of Sprinklr Accounts 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”** means an employee of Agency, Client and/or Agency’s and/or Client’s Affiliates and/or Contractors, who is authorized by Agency to use the Platform.

**“User Guides”** means Sprinklr materials made available to Agency 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** Agency or Client own all right, title and interest in and to all Client Content uploaded, stored, processed or transmitted through the Platform under the Sprinklr 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 Agency a non-exclusive, non-transferable right to access and use the licensed modules of the Platform for Internal Use, during the Term. The Platform may be accessed and used solely by the number of Users specified in the applicable Order Form(s). Sharing of User accounts (user identification and password) is prohibited. User accounts may only be reassigned to a new individual replacing one who will no longer use the Sprinklr Services.
- 2.4** Subject to the terms and conditions of this Agreement, employees of Agency, Client, Agency’s and/or Client’s Affiliates and/or Contractors may access and use the Platform for Internal Use. All obligations of Agency shall apply equally to Client and/or Agency’s and/or Client’s Affiliates and/or Contractors that uses the Sprinklr Services; provided however, Agency shall be responsible for ensuring that all Users comply with this Agreement (including, but not limited to the Acceptable Use Policy) and all acts or omissions of Users.
- 2.5** Agency 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 Client 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 Agency in accordance with this Agreement; and (ii) to access Client’s accounts on the Connected Services in order to provide the Sprinklr Services.
- 2.6** The Acceptable Use Policy, in its current version at the Effective Date of this Agreement, shall be incorporated into this Agreement, in its entirety, and Agency will comply with Sprinklr’s Acceptable Use Policy. All references to Customer in the Acceptable Use Policy shall apply to Agency for the purposes of this Agreement.
- 2.7** The SLA, in its current version at the Effective Date of this Agreement, shall be incorporated into this Agreement, in its entirety, and Sprinklr will provide the Sprinklr Services in accordance with the SLA.
- 2.8** Agency 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 Client and/or Client’s Affiliates 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 Agency, then Agency 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 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 Sprinklr will, upon Agency's request, extract all available Client Content from the Platform. Both parties will agree to an acceptable transfer methodology, (typically Sprinklr provides an SFTP for the transfer). If Sprinklr Accounts are deactivated prior to the termination date, the data contained within those accounts is not available, therefore Agency must extract account data prior to deactivating accounts. After such thirty (30) day period, Sprinklr shall have no obligation to maintain or return any Client Content. Any reasonable expenses incurred by Sprinklr as a result of this extraction shall be the responsibility of Agency.

### **4. FEES AND PAYMENT**

- 4.1** Agency 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. Agency may withhold payment of any Fees that are the subject of a good faith dispute of which Agency 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.
- 4.2** All Fees set forth in an Order Form are payable in advance and are non-cancelable, non-refundable and are based on the Sprinklr Services purchased and not based on usage, unless stated otherwise in an applicable Order Form and/or SOW. Agency 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 Agency of applicable receipts or other documentation.
- 4.3** Sprinklr reserves the right to charge Agency 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 Agency agrees to pay any applicable taxes charged arising from this Agreement in a timely manner, other than those based on Sprinklr's income. If Agency is tax-exempt, Agency shall provide Sprinklr with its tax-exemption number and certificate within five (5) business days after the Effective Date. Agency shall be responsible for any liability or expense incurred by Sprinklr as a result of Agency's failure or delay in paying taxes due or if Agency's claimed tax exemption is rejected. If Agency is legally required to withhold tax from its payment of Fees to Sprinklr, Agency 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 Agency 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 Agency determines that the Platform has not met the foregoing warranty, Agency 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 Agency 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) Agency'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 Agency from and against any losses, liabilities, costs, expenses (including reasonable attorneys' fees and expenses), penalties, judgments, settlement amounts and damages ("Losses") incurred by Agency arising from a claim, suit, action or proceeding brought by a third party (a "Claim") against Agency alleging that the Sprinklr Services (excluding the Content and use of the Connected Services Authorization) when used by Agency as permitted hereunder infringes any third party intellectual property right. In the event 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 Agency 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 Agency the amount of any pre-paid Fees applicable to the terminated Sprinklr Services for the period after termination. Agency 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** Agency shall indemnify, defend and hold harmless Sprinklr 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 AGENCY'S AND/OR AGENCY'S CLIENTS' USE OF THE SPRINKLR SERVICES, EXCEED, IN THE AGGREGATE, THE TOTAL FEES RECEIVED BY OR PAYABLE TO SPRINKLR FROM AGENCY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. AGENCY 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 Agency's and/or Client's and/or Agency's and/or Client's Affiliates' business, are Agency'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** Agency 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 (i) where such disclosure is necessary for the performance of the receiving party's obligations under this Agreement; or (ii) 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, Agency and/or Client may publicly disclose the fact that they are 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**

Sprinklr's Data Processing Addendum (referenced version), in its current version at the Effective Date of this Agreement, located at [www.sprinklr.com/legal](http://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 ANY ORDER FORM AND/OR SOW.

## **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. 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** The Sprinklr Services may be subject to export laws and regulations of the United States and other countries. Agency shall comply with all applicable export laws and shall ensure that no Sprinklr Services are used or accessed in violation thereof.
- 11.3** 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.
- 11.4** Except as may be expressly provided herein, all remedies provided for in this Agreement are non-exclusive remedies.
- 11.5** 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.
- 11.6** Agency will reasonably cooperate with Sprinklr if it desires to issue a press release regarding Sprinklr's provision of the Sprinklr Services to Client. Sprinklr may identify Agency as a Sprinklr partner 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.

- 11.7** 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 (i) identity of Agency, Client, Agency's and/or Client's Affiliates and/or Contractors and/or Users; (ii) Confidential Information except as permitted pursuant to Section 8.
- 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.
- 11.9** 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.