



Data Processing Addendum

In the course of providing its services to Customer, Sprinklr may Process Personal Data on behalf of Customer. In the course of providing its services to Customer, Sprinklr may Process Personal Data on behalf of Customer. This Data Processing Addendum ("DPA") reflects the parties' agreement with regard to the Processing of Personal Data, in accordance with the requirements of Data Protection Legislation. This Data Processing Addendum ("DPA") is incorporated by reference as part of the Master Services Agreement (or other agreement for the purchase of Sprinklr's services, hereinafter collectively "MSA") between Customer and Sprinklr

This DPA reflects the parties' agreement with regard to the Processing of Personal Data, in accordance with the requirements of Data Protection Legislation. This DPA shall not replace any additional rights relating to Processing of Personal Data previously negotiated by Customer in the MSA.

This DPA will terminate automatically upon termination of the MSA, or as earlier terminated pursuant to the terms of this DPA.



A. DATA PROCESSING TERMS

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Data Protection Legislation" means all laws and regulations, including laws and regulations applicable to the Processing of Personal Data under the MSA.

"Data Subject" means the individual to whom the Personal Data pertains.

"Personal Data" means "personal data," "personal information" or an equivalent term, as defined by applicable Data Protection Legislation to the extent such data or information is accessed, collected, stored, transmitted, processed, hosted, used, handled, or disposed of by Sprinklr in connection with the Agreement.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data in Sprinklr's possession, custody or control, to the extent the breach materially compromises the confidentiality, security or integrity of the Personal Data.

"Processing" means any operation or set of operations which is performed by or on behalf of Sprinklr in connection with the Agreement upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Processor" means the entity which Processes Personal Data on behalf of the Controller; where the entity Processes the Personal Data pursuant to the Controller's instructions and solely to provide the Services.

"Services" shall mean Sprinklr's customer experience and social media management platform, provided as SaaS, and any required, usual, appropriate or acceptable activities relating to the Services, including without limitation to (a) carry out the Services or the business of which the Services are a part, (b) carry out any benefits, rights and obligations relating to the Services, (c) maintain records relating to the Services, or (d) comply with any legal or self-regulatory obligations relating to the Services.

"Sub-processor" means any Processor engaged by Sprinklr or a Sprinklr Affiliate.

"Users" shall mean Customer', Customer's Affiliates' and Customer's contractors' employees, entitled to use the Services under the MSA.

2. DATA PROCESSING

2.1 The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller and Sprinklr is the Processor.

2.2 The parties shall each comply with their respective obligations under the Data Protection Legislation. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Legislation.

2.3 Customer's instructions for the Processing of Personal Data shall comply with Data Protection Legislation. Sprinklr shall inform Customer immediately if, in Sprinklr's opinion, an instruction from Customer violates Data Protection Legislation.

2.4 Sprinklr shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions for purposes of (i) Processing for business purposes, in accordance with the MSA; (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer, as further set out in Sprinklr's published privacy policies. Sprinklr agrees that it shall not sell any Personal Data.

2.5 Sprinklr Processes Personal Data in various jurisdictions, including the United States. For transfers of Personal Data from the European Economic Area, the United Kingdom or Switzerland to Sprinklr in the U.S., Sprinklr has certified under the E.U.-U.S. Privacy Shield and Swiss-U.S. Privacy Shield (collectively, "Privacy Shield") and shall remain compliant to the Privacy Shield or any comparable regulation that may be applicable in place of Privacy Shield.

2.6 Sprinklr shall take reasonable steps to instruct and train any of its and/or its Sub-processors' employees who have access to Personal Data to maintain the confidentiality and security of the Personal Data, and shall limit access to Personal Data on a need-to-know basis.



3. DATA SUBJECTS' RIGHTS REQUESTS

3.1 Sprinklr shall, to the extent legally permitted, promptly notify Customer if Sprinklr receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("DSR Request").

3.2 Taking into account the nature of the Processing, Sprinklr shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a DSR Request under Data Protection Legislation.

3.3 To the extent Customer, in its use of the Services, does not have the ability to address a DSR Request, Sprinklr shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in responding to such a DSR Request, to the extent Sprinklr is legally permitted to do so and the response to such DSR Request is required under Data Protection Legislation. To the extent legally permitted, Customer shall be responsible for any costs arising from Sprinklr's provision of such assistance.

4. DATA PROTECTION IMPACT ASSESSMENTS

Sprinklr shall provide reasonable assistance to Customer with any data protection impact assessments, and prior consultations with a competent data protection supervisory authority, required under Data Protection Legislation, in each case solely in relation to Processing of Personal Data by, and taking into account the nature of the Processing and information available to, Sprinklr.

5. PERSONAL DATA BREACH NOTIFICATION

5.1 Sprinklr shall notify Customer without undue delay, and, in any event, within forty-eight (48) hours, after becoming aware of a Personal Data Breach. Sprinklr shall provide Customer with sufficient information to allow Customer to meet any obligations to notify regulators and/or affected individuals of the Personal Data Breach.

5.2 Sprinklr shall make reasonable efforts to identify the cause of a Personal Data Breach and take those steps as Sprinklr deems necessary and reasonable in order to remediate the cause of such a Personal Data Breach to the extent the remediation is within Sprinklr's reasonable control.

5.3 The obligations herein shall not apply to incidents that are caused by Customer.

6. SUB-PROCESSING

6.1 Customer hereby consents to Sprinklr's usage of Sub-processors as described at www.sprinklr.com/legal.

6.2 Sprinklr has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this DPA with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor.

6.3 Sprinklr shall be liable for the acts and omissions of its Sub-processors to the same extent Sprinklr would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the MSA

7. SECURITY

Sprinklr shall maintain technical and organizational measures designed to protect the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data.

8. DELETION OR RETURN OF PERSONAL DATA

8.1 Sprinklr shall delete the Personal Data upon termination/expiry of the MSA as specified in the MSA or upon Customer's reasonable request at any time. Sprinklr may retain Personal Data to the extent required by applicable laws and only to the extent and for such period as required by the applicable laws and always provided that Sprinklr shall ensure the confidentiality of all such Personal Data and shall ensure that such Personal Data is only Processed as necessary for the purpose(s) specified in the applicable laws requiring its storage and for no other purpose.



8.2 Sprinklr shall return Personal Data to Customer in accordance with the procedure and timeframe specified in the MSA.

9. AUDITS AND INSPECTIONS

9.1 Sprinklr shall make available to Customer all information necessary to demonstrate compliance with this DPA and shall allow for and contribute to audits by Customer or a third-party auditor mandated by Customer in relation to the Processing of Personal Data. Upon Customer's written request, Sprinklr shall, not more than once per year, accurately complete a reasonable information security questionnaire provided by Customer regarding Sprinklr's data protection and information security practices and policies.

9.2 To the extent applicable Data Protection Legislation requires Sprinklr to submit to such an audit, Customer or a third-party auditor mandated by Customer may, at Customer's expense and not more than once per year, perform an on-site inspection of Sprinklr's data protection and information security practices and policies with written notice reasonably, at least ten business days, in advance. The inspection shall take place over not more than one day during Sprinklr's normal business hours on a mutually agree schedule that will minimize the audit's impact on Sprinklr's operations. Customer or a third-party auditor mandated by Customer shall comply with Sprinklr's security requirements related to the performance of the inspection. Due to confidentiality and security requirements, such inspections shall exclude on-site inspections of multi-tenant environments (such as IaaS data centres used by Sprinklr). On-site examinations of such environments can be substituted by detailed documentation regarding the respective data protection and security measures taken and specific certifications issued by reputable third-party auditors, provided by Sprinklr upon Customer's request.

9.3 Notwithstanding Sprinklr's obligations under Section 9.2., if the controls or measures to be assessed in the requested audit are addressed in a SOC 2 Type 2, ISO, NIST or similar audit report performed by a qualified third party auditor within twelve (12) months of Customer's audit request and Sprinklr has certified in writing that there are no known material changes in the controls audited, Customer agrees to accept such report in lieu of requesting an audit – as set out in Section 9.2 -- of such controls or measures

9.4 Customer shall promptly notify Sprinklr of any non-compliance discovered during such an audit/inspection.

10. LIABILITY

10.1 Each party's liability arising out of or related to this DPA and all DPAs between Customer's Affiliates and Sprinklr, whether in contract, tort or under any other theory of liability, is subject to the limitation of liability section agreed under the MSA, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its affiliates under the MSA and all DPAs together.

10.2 For the avoidance of doubt, Sprinklr's total liability for all claims from the Customer and all of Customer's Affiliates arising out of or related to the MSA and each DPA shall apply in the aggregate for all claims under both the MSA and all DPAs established under this Agreement, including by Customer and all Customer's Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any of Customer's Affiliate that is a contractual party to any such DPA.

10.3 Where a Data Subject asserts any claims against a party to this DPA in accordance with Art. 82 GDPR, the other party shall support in defending against such claims, where possible.