UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 10, 2026

Sprinklr, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware	001-40528	45-4771485
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

441 9th Avenue 12th Floor New York, New York	10001
(Address of Principal Executive Offices)	(Zip Code)

Registrant's Telephone Number, Including Area Code: (917) 933-7800

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value $0.00003 per share	CXM	The New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Director Appointment

On August 10, 2026, the Board of Directors (the "Board") of Sprinklr, Inc. (the "Company") increased the size of the Board from seven to eight directors and, following the recommendation of the Company's Nominating and Corporate Governance Committee, appointed Jordi Ribas, Ph.D., to serve as a member of the Board as a Class II director, for a term expiring at the Company's 2029 Annual Meeting of Stockholders, effective as of August 17, 2026. Dr. Ribas will serve as a member of the Nominating and Corporate Governance Committee of the Board (the "Nom Gov Committee") and as a member of the Strategy Committee of the Board (the "Strategy Committee"). The Board has determined that Dr. Ribas is "independent" pursuant to the rules of The New York Stock Exchange and other governing laws and applicable regulations.

Dr. Ribas, age 57, currently serves as President of Search & AI at Microsoft Corporation ("Microsoft") and leads the product, engineering and growth teams for Microsoft Bing and the Web IQ search engine for agents. He and his team launched the original Copilot at Microsoft, which was foundational for the new era of generative AI at the company. His team's innovations and services are leveraged in Microsoft Azure, Office and Windows, as well as partner products like OpenAI's ChatGPT. Prior to joining Microsoft in February 2000, Dr. Ribas did research on data compression in the digital video department at Sharp Laboratories of America, Inc. and worked as a researcher in the advanced video processing laboratory at Nippon Telegraph and Telephone Corporation. Dr. Ribas has published over 50 technical publications, including 25 peer-reviewed journal and conference papers, 20 U.S. patents, and technical article contributions to standards such as ISO MPEG-4 and ITU H.264. He received the Young Investigator Award in the international conference VCIP for his work on video compression. Dr. Ribas holds an Enginyer Tecnic degree in Telecommunications Engineering from Escola d'Enginyeria La Salle, Barcelona, Spain, a M.S. in Engineering from the University of California, Irvine, and a Ph.D. in Electrical and Computer Engineering from the University of Michigan, Ann Arbor.

There is no arrangement or understanding between Dr. Ribas and any other person pursuant to which he was selected as a director, and there are no family relationships between Dr. Ribas and any of the Company's other directors or executive officers. There are no transactions between Dr. Ribas and the Company that would be required to be reported under Item 404(a) of Regulation S-K.

As a non-employee director of the Company, Dr. Ribas is eligible to participate in the Company's Amended and Restated Non-Employee Director Compensation Policy (as approved by the Compensation Committee of the Board on May 27, 2026, and as such policy may be further amended from time to time, the "Policy"), a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein. Pursuant to the Policy, Dr. Ribas will receive (i) an initial equity award (the "Initial Award") of restricted stock units ("RSUs") under the Company's 2021 Equity Incentive Plan (the "Plan"), valued at $200,000, and (ii) on the date of each annual stockholder meeting, an annual equity award of RSUs under the Plan ("Annual Award"), valued at $200,000, for his service as a member of the Board, in each case based on the closing price of the Company's Class A common stock on the New York Stock Exchange as of the respective grant date; provided, however, that his first Annual Award will be prorated for a partial year of service. The Initial Award will vest in full on the first anniversary of the grant date, subject to Dr. Ribas's continued service with the Company through such vesting date. Each Annual Award will vest in full on the earlier of (x) the first anniversary of the grant date or (y) the day prior to the date of the next annual meeting of stockholders, in each case, subject to Dr. Ribas's continued service with the Company through such vesting date. In addition, Dr. Ribas will be paid a $40,000 annual cash retainer for his service on the Board, plus a $5,000 annual cash retainer for his service on the Nom Gov Committee, plus an $8,000 annual cash retainer for his service on the Strategy Committee, plus additional amounts for service on any additional committee(s) to which he may be appointed, paid in equal quarterly installments in arrears based on the date of our annual meeting of stockholders, prorated for any partial quarter of service.

In connection with his appointment, the Company and Dr. Ribas will enter into the Company's standard form of indemnification agreement (the "Indemnification Agreement"). The Indemnification Agreement requires the Company to indemnify each director, to the fullest extent permitted by Delaware law, for certain liabilities to which such director may become subject as a result of such director's affiliation with the Company.

Related Governance Matters

In connection with Dr. Ribas's appointment to the Strategy Committee, current director Eileen Schloss was removed therefrom, effective as of August 17, 2026.

Item 7.01 Regulation FD Disclosure.

On August 13, 2026, the Company issued a press release announcing the appointment of Jordi Ribas, Ph.D., to the Board. A copy of the press release is attached hereto as Exhibit 99.1 and is hereby incorporated by reference.

This information set forth under Item 7.01 of this Current Report, including Exhibit 99.1 attached hereto, is furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or subject to the liabilities of that section. The information shall not be deemed incorporated by reference into any other filing with the Securities and Exchange Commission made by the Company regardless of any general incorporation language in such filing, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibits
10.1	Amended and Restated Non-Employee Director Compensation Policy
99.1	Press release, dated August 13, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Sprinklr, Inc.

By: /s/ Jacob Scott
Jacob Scott
General Counsel & Corporate Secretary

Dated: August 13, 2026

Exhibit 10.1

SPRINKLR, INC.

AMENDED AND RESTATED
NON-EMPLOYEE DIRECTOR COMPENSATION POLICY

Each member of the Board of Directors (the "***Board***") who is not also serving as an employee of or consultant to Sprinklr, Inc. (the "***Company***") or any of its subsidiaries (each such member, an "***Eligible Director***") will receive the compensation described in this Amended and Restated Non-Employee Director Compensation Policy (this "***Policy***") for his or her service on the Board.

An Eligible Director may decline all or a portion of their compensation by giving notice to the Company prior to the date on which quarterly cash payments are to be paid, or equity awards are to be granted, subject to compliance with applicable tax laws. This policy is effective as of May 27, 2026 (the "***Effective Date***") and may be amended at any time by the Board or the Compensation Committee of the Board (the "***Compensation Committee***").

Annual Cash Compensation

The annual cash compensation amounts set forth below are payable to Eligible Directors in arrears in four equal quarterly installments following the Company's annual stockholder meeting ("***Annual Meeting***"). If an Eligible Director joins or departs the Board and/or joins or ceases a role on a committee of the Board (a "***Committee***") at a time other than effective as of the date of the Company's annual stockholder meeting, such Eligible Director shall, with respect to the quarter of partial service, as applicable, receive a pro-rata portion of the cash compensation, which will be pro-rated based on the number of actual days served by the Eligible Director on the Board and/or applicable Committee and Committee role during such quarter. All cash retainer fees are vested upon payment.

1. Annual Board Service Retainer to All Eligible Directors: $40,000
2. Additional Annual Committee Chair Service Retainer:
    a. Chair of the Audit Committee: $20,000
    b. Chair of the Compensation Committee: $16,500
    c. Chair of the Nominating and Corporate Governance Committee: $10,000
    d. Chair of the Strategy Committee: $16,500
3. Additional Annual Committee Member Service Retainer (other than Committee Chairs):
    a. Member of the Audit Committee: $10,000
    b. Member of the Compensation Committee: $8,000
    c. Member of the Nominating and Corporate Governance Committee: $5,000
    d. Member of the Strategy Committee: $8,000

Equity Compensation

The restricted stock unit awards (each an "***RSU Award***" and collectively, the "***RSU Awards***") set forth below will be granted under the Company's 2021 Equity Incentive Plan, as may be amended from time to time (the "***Plan***"). All RSU Awards granted under this Policy will be documented on the applicable form of equity award agreement most recently approved for use by the Board or the Compensation Committee for Eligible Directors.

1. Initial Grant:

   a. All Eligible Directors: For each Eligible Director who is first elected or appointed to the Board following the Effective Date, on the date of such Eligible Director's initial election or appointment to the Board (or, if such date is not a market trading day, the first market trading day thereafter), the Eligible Director will be automatically, and without further action by the Board or the Compensation Committee, granted an RSU Award with a grant date value of $200,000 ("***Initial Grant***"), calculated in accordance with Section 3 below.

   b. Additional Initial Grant to LID: With respect to an Eligible Director who is first elected or appointed to the Board as the Board's Lead Independent Director ("***LID***") on the date of an Annual Meeting held after the Effective Date, on the date of such Annual Meeting (or, if such date is not a market trading day, the first market trading day thereafter), the LID will be automatically, and without further action by the Board or the Compensation Committee, granted an additional RSU Award with a grant date value of $25,000 ("***LID Initial Grant***"), calculated in accordance with Section 3 below.

      With respect to an LID who is first elected or appointed to the Board (or if the LID was already a member of the Board and is appointed to the role of LID) on a date other than the date of an Annual Meeting, such LID Initial Grant shall be pro-rated, by multiplying the LID Initial Grant amount by a fraction, (i) the numerator of which is 12, less the number of full months that have elapsed since the date of the Company's last Annual Meeting through the date of the LID's election or appointment, and (ii) the denominator of which is 12, to reflect the LID's partial year of service.

   c. Additional Initial Grant to Chair: With respect to an Eligible Director who is first elected or appointed to the Board as the Board's Chair ("***Chair***") on the date of an Annual Meeting held after the Effective Date, on the date of such Annual Meeting (or, if such date is not a market trading day, the first market trading day thereafter), the Chair will be automatically, and without further action by the Board or the Compensation Committee, granted an additional RSU Award with a grant date value of $75,000 ("***Chair Initial Grant***"), calculated in accordance with Section 3 below.

      With respect to a Chair who is first elected or appointed to the Board (or if the Chair was already a member of the Board and is appointed to the role of Chair) on a date other than the date of an Annual Meeting, such Chair Initial Grant shall be pro-rated, by multiplying the Chair Initial Grant amount by a fraction, (i) the numerator of which is 12, less the number of full months that have elapsed since the date of the Company's last Annual Meeting through the date of the Chair's election or appointment, and (ii) the denominator of which is 12, to reflect the Chair's partial year of service.

The Initial Grant, LID Initial Grant and Chair Initial Grant will vest in full on the first anniversary of the date of grant, subject to the Eligible Director's Continuous Service (as defined in the Plan) through such vesting date.

2. Annual Grant:

a. All Eligible Directors: On the date of each Annual Meeting held after the Effective Date, each Eligible Director who continues to serve as a non-employee member of the Board following such Annual Meeting (excluding any Eligible Director who was first appointed or elected to the Board at such Annual Meeting) will be automatically, and without further action by the Board or the Compensation Committee, granted an RSU Award with a grant date value of $200,000 ("***Annual Grant***"), calculated in accordance with Section 3 below.

With respect to an Eligible Director (including the LID) who was first elected or appointed to the Board on a date other than the date of an Annual Meeting, upon the Company's first Annual Meeting following such Eligible Director joining the Board, such Eligible Director's Annual Grant will be pro-rated, calculated using the applicable Annual Grant amount, multiplied by a fraction, (i) the numerator of which is the number of full months from the date such Eligible Director was first elected or appointed to the Board through the date of the first Annual Meeting following such Eligible Director joining the Board, and (ii) the denominator of which is 12, to reflect such Eligible Director's partial year of service on the Board.

b. Additional Annual Grant to LID: On the date of each Annual Meeting held after the Effective Date, the LID (excluding any LID who was first appointed or elected to the role of LID at such Annual Meeting) who continues to serve as the LID following such Annual Meeting will be automatically, and without further action by the Board or the Compensation Committee, granted an additional RSU Award with a grant date value of $25,000 ("***LID Annual Grant***"), calculated in accordance with Section 3 below.

c. Additional Annual Grant to Chair: On the date of each Annual Meeting held after the Effective Date, the Chair (excluding any Chair who was first appointed or elected to the role of Chair at such Annual Meeting) who continues to serve as the Chair following such Annual Meeting will be automatically, and without further action by the Board or the Compensation Committee, granted an additional RSU Award with a grant date value of $75,000 ("***Chair Annual Grant***"), calculated in accordance with Section 3 below.

The Annual Grant, LID Annual Grant and Chair Annual Grant will vest in full on the earlier of (x) the first anniversary of the grant date or (y) the day prior to the date of the Company's next Annual Meeting, in each case, subject to the Eligible Director's Continuous Service through such vesting date.

3. Calculation of RSU Awards: The number of shares of Class A Common Stock subject to each RSU Award shall be determined by dividing the stated value of each RSU Award by the Fair Market Value (as defined in the Plan) per share of our Class A Common Stock on the grant date, rounded down to the nearest whole share.

4. Change in Control: In the event of a Change in Control (as defined in the Plan), any unvested portion of the Initial Grant, LID Initial Grant, Chair Initial Grant, Annual Grant, LID Annual Grant and Chair Annual Grant will vest in full as of immediately prior to the effective time of such Change in Control, subject to the applicable Eligible Director's Continuous Service through the effective date of the Change in Control.

Non-Employee Director Compensation Limit

Notwithstanding the foregoing, the aggregate value of all compensation granted or paid, as applicable, to any individual for service as a Non-Employee Director (as defined in the Plan) shall in no event exceed the limits set forth in Section 3(d) of the Plan or any limitations contained in any successor plan.

Expenses

The Company will reimburse each Eligible Director for ordinary, necessary and reasonable out-of-pocket travel expenses to cover in-person attendance at and participation in Board and Committee meetings; *provided*, that the Eligible Director timely submit to the Company appropriate documentation substantiating such expenses in accordance with the Company's travel and expense policy, as in effect from time to time.

Election to Convert Annual Cash Compensation to Equity Compensation

1. Election to Receive Retainer Grant: Each Eligible Director may elect to receive his or her annual cash compensation for the subsequent year of service in the form of an RSU Award (each, a "***Retainer Grant***") if an election is timely made in accordance with the requirements of this Policy (such election, a "***Retainer Grant Election***"). If an Eligible Director timely makes a Retainer Grant Election, then on the date of each Annual Meeting held after such timely Retainer Grant Election, and without any further action by the Board or the Compensation Committee, such Eligible Director who continues to serve as a non-employee member of the Board following such Annual Meeting will automatically be granted an RSU Award with the number of shares of Class A Common Stock subject to the RSU Award equal to (a) the aggregate amount of annual cash compensation otherwise payable to such Eligible Director as determined based on the Eligible Director's role and Committee membership on the date of such Annual Meeting, divided by (b) the Fair Market Value per share on such date, rounded down to the nearest whole share. Each Retainer Grant will vest in four substantially equal quarterly installments following the date of such Annual Meeting on each date that the corresponding annual cash compensation would have been paid, in each case, subject to

the Eligible Director's Continuous Service through each such vesting date; provided that, in the event of a Change in Control, any unvested portion of the Retainer Grant will vest in full as of immediately prior to such Change in Control, subject to the Eligible Director's Continuous Service through the effective date of the Change in Control (the "***Retainer Grant Vesting Schedule***").

2. Election Mechanics: A Retainer Grant Election must be submitted to the Company's General Counsel (or such other individual as the Company designates) in writing prior to the Annual Meeting at which such Retainer Grant Election is to be effective (or such other time as determined by the Board or Compensation Committee prior to each Annual Meeting) (the "***Retainer Grant Election Deadline***") in order for a Retainer Grant Election to become effective and a Retainer Grant to be granted beginning on the date of such Annual Meeting. An Eligible Director may only make a Retainer Grant Election during a period in which the Company is not in a quarterly or special blackout period and the Eligible Director is not aware of any material non-public information. Once a Retainer Grant Election is properly submitted, it will be in effect and automatically applicable to cash compensation that would otherwise be earned and payable in cash under the "Annual Cash Compensation" section above, commencing on the date of each Annual Meeting following the Retainer Grant Election unless the Eligible Director timely revokes such election in accordance with this Policy. An Eligible Director who fails to make a timely Retainer Grant Election by the Retainer Grant Election Deadline prior to an Annual Meeting will not receive a Retainer Grant at such Annual Meeting and will instead receive the cash compensation described under the "Annual Cash Compensation" section above for the year of service following such Annual Meeting and such Retainer Grant will be effective beginning from the Company's subsequent Annual Meeting if not revoked in accordance with this Policy.

3. Revocation Mechanics: The revocation of any previously submitted Retainer Grant Election must be submitted to the Company's General Counsel (or such other individual as the Company designates) in writing by the Retainer Grant Election Deadline. An Eligible Director may only revoke a Retainer Grant Election during a period in which the Company is not in a quarterly or special blackout period and the Eligible Director is not aware of any material non-public information. Following such revocation, no Retainer Grant Election will be in effect for such Eligible Director unless and until the Eligible Director timely submits a new Retainer Grant Election in accordance with the election procedures specified above. Any revocation of a previously submitted Retainer Grant Election will only apply to such annual cash compensation not previously issued in the form of an RSU Award under the "Election to Receive Retainer Grant" section above.

Exhibit 99.1

Sprinklr Appoints Jordi Ribas to Board of Directors

NEW YORK, NY — August 13, 2026 – Sprinklr (NYSE: CXM), the definitive, AI-native platform for Unified Customer Experience Management (Unified-CXM), today announced that it has appointed Jordi Ribas, Ph.D., to its Board of Directors, effective August 17, 2026. Jordi is a respected global product and engineering leader currently serving as President of Search & AI at Microsoft Corporation ("Microsoft").

"Jordi has spent his career helping turn breakthrough technologies into products used by millions of people around the world," said **Sprinklr Founder and Chairman of the Board, Ragy Thomas**. "As AI continues to redefine how businesses engage customers, his experience leading innovation at a global scale and his perspective on the future of intelligent experiences will be invaluable. We are excited to welcome him to our Board as Sprinklr enters its next phase of growth and innovation."

Dr. Ribas has been with Microsoft for more than 26 years and currently leads the product, engineering and growth teams for Microsoft Bing and the Web IQ search engine for agents. He and his team launched the original Copilot at Microsoft, which was foundational for the new era of generative AI at the company. His team's innovations and services are leveraged in Microsoft Azure, Office and Windows, as well as partner products like OpenAI's ChatGPT. Dr. Ribas has published over 50 technical publications, including 25 peer-reviewed journal and conference papers, 20 U.S. patents, and technical article contributions to standards such as ISO MPEG-4 and ITU H.264. He received the Young Investigator Award at the international conference VCIP for his work on video compression. Dr. Ribas holds an Enginyer Tecnic degree in Telecommunications Engineering from Escola d'Enginyeria La Salle, Barcelona, Spain, a M.S. in Engineering from the University of California, Irvine, and a Ph.D. in Electrical and Computer Engineering from the University of Michigan, Ann Arbor.

"AI is creating an opportunity to fundamentally transform customer experience," said **Ribas.** "Sprinklr has taken an ambitious approach by building an AI-native platform designed to help enterprises unify customer engagement across channels and functions. I look forward to working with the Board and leadership team as they continue to innovate for customers and create long-term value."

"We're at a pivotal moment where AI is reshaping how companies engage, serve and learn from their customers," said **Rory Read**, **President and CEO of Sprinklr**. "Jordi has been at the forefront of that transformation. His experience building products at global scale and his deep understanding of where AI is headed will be invaluable as we continue helping enterprises deliver more intelligent, connected and personalized customer experiences."

About Sprinklr

Sprinklr is the definitive, AI-native platform for Unified Customer Experience Management (Unified-CXM), empowering brands to deliver extraordinary experiences at scale — across every customer touchpoint.

By combining human intelligence with the enhancements and insights of artificial intelligence, Sprinklr helps brands earn trust and loyalty through personalized, seamless, and efficient customer interactions. Sprinklr's unified platform provides powerful solutions for every customer-facing team — spanning social media management, marketing, advertising, customer feedback, and omnichannel contact center management — enabling enterprises to unify data, break down silos, and act on real-time insights.

Today, 1,600+ enterprises — including Microsoft, P&G, Samsung, and 59% of the Fortune 100 — rely on Sprinklr to help them deliver consistent, trusted customer experiences worldwide.

Forward Looking Statements

This press release contains forward-looking information and statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements regarding the potential benefits of appointing Jordi Ribas, Ph.D., as a member of Sprinklr's board of directors. By their nature, forward-looking information and statements are subject to risks, uncertainties, and contingencies, including (i) the risk that the potential benefits of Dr. Ribas's appointment are not realized and (ii) risks, uncertainties and contingencies that may apply to Sprinklr's business. Additional risks and uncertainties that could cause actual outcomes and results to differ materially from those contemplated by the forward-looking statements are discussed in our Quarterly Report on Form 10-Q for the quarter ended April 30, 2026, filed with the Securities and Exchange Commission (the "SEC") on June 4, 2026, under the caption "Risk Factors," and in other filings that we make from time to time with the SEC. Sprinklr does not undertake to update any forward-looking statements or information, including those contained in this press release.