UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended January 31, 2025

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number 001-40528

Sprinklr, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other Jurisdiction of

Incorporation or organization)

441 9th Avenue, 12th floor

New York, NY

(Address of principal executive offices)

45-4771485

(IRS Employer

Identification No.)

10001

(Zip Code)

(917) 933-7800

Registrant's telephone number, including area code

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	New York Stock Exchange

Securities registered pursuant to section 12(g) of the Act: Not Applicable

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.:

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		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. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of voting stock held by non-affiliates of the Registrant on July 31, 2024 based on the closing price of $9.83 for shares of the Registrant's Class A common stock as reported by the New York Stock Exchange, was approximately $1.1 billion. This aggregate market value does not include shares of Class A common stock beneficially owned by each executive officer, director, and

stockholder that the registrant has concluded is an affiliate of the registrant. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

As of March 14, 2025, there were 139,788,231 shares of the registrant's Class A common stock and 116,098,153 shares of the registrant's Class B common stock, each with a par value of $0.00003 per share, outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's Proxy Statement for its 2025 Annual Meeting of Stockholders are incorporated by reference into Part III of this Annual Report on Form 10-K to the extent stated herein. Such Proxy Statement will be filed with the Securities and Exchange Commission within 120 days of the registrant's fiscal year ended January 31, 2025.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K (this "Form 10-K") contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements contained in this Form 10-K other than statements of historical fact, including statements regarding our future operating results and financial position, our business strategy and plans and our objectives for future operations, are forward-looking statements. The words "believe," "may," "will," "potentially," "estimate," "continue," "anticipate," "intend," "could," "would," "project," "plan," "expect" and similar expressions that convey uncertainty of future events or outcomes are intended to identify forward-looking statements.

These forward-looking statements include, but are not limited to, statements concerning the following:

- our expectations regarding our revenue, expenses and other operating results;
- our ability to acquire new customers and successfully engage new and existing customers;
- our ability to achieve and maintain our profitability;
- future investments in our business, our anticipated capital expenditures and our estimates regarding our capital requirements;
- our ability to collect accounts receivable or satisfy revenue recognition criteria, especially in emerging markets;
- the costs and success of our marketing efforts and our ability to promote our brand;
- our growth strategies for our Unified Customer Experience Management ("Unified-CXM") platform and our Contact Center as a Service ("CCaaS");
- our reliance on key talent and our ability to identify, recruit and retain skilled personnel;
- our ability to effectively manage our growth, including any international expansion;
- our ability to obtain, maintain, protect, defend or enforce our intellectual property or other proprietary rights and any costs associated therewith;
- the effects of global economic uncertainty, including as a result of fluctuations in inflation and interest rates, and the Russia-Ukraine and Israel-Hamas wars (including an escalation or geopolitical expansion of these conflicts), on our business, financial condition and share price;
- our ability to compete effectively with existing competitors and new market entrants; and
- the growth rates of the markets in which we compete.

You should not rely on forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Form 10-K primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition and operating results. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors described in the section titled "Risk Factors" and elsewhere in this Form 10-K. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Form 10-K. The results, events and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this Form 10-K. And, while we believe that information provides a reasonable basis for these statements, that information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements.

The forward-looking statements made in this Form 10-K relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Form 10-K to reflect events or circumstances after the date of this Form 10-K or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments.

Unless the context otherwise requires, the terms "Sprinklr," "the Company," "we," "our," "us" or similar references in this Form 10-K refer to Sprinklr, Inc. and its subsidiaries.

Part I

Item 1. Business

Who We Are

Sprinklr is redefining the world's ability to make every customer experience extraordinary.

We do this with our evolving enterprise software – Unified Customer Experience Management ("Unified-CXM") – that enables customer-facing teams, from Customer Service to Marketing, to collaborate across internal silos, communicate across digital channels, and leverage AI to deliver better customer experiences at scale – all on one unified AI-based platform. Our mission is to empower companies to deliver next generation, unified engagement journeys that reimagine the customer's experience.

Overview

The world is moving from transactional to unified customer experiences. This has been driven by a shift from traditional channels, like email and phone, to an ever-expanding universe of digital channels, like messaging, chat, text and social. Consumer experiences today are shaped by each interaction they have with a brand, which include physical, in-person engagements, as well as digital engagements through online customer support, websites or social media. And, given how people connect and transact today, companies cannot afford to deliver disjointed customer engagements using disparate systems. They must unify every touchpoint along the customer journey and ensure seamless and consistent customer experiences in person and online. They want to instantly communicate with consumers who move fluidly across dozens of channels and resolve customer pain-points in real-time and in personalized ways. For large enterprises with legacy customer relationship management ("CRM") systems, backward-looking customer information like names, addresses and birthdates do not support today's demands for seamless conversational experiences or prepare for the future of 360-degree immersive experiences.

Sprinklr was founded to solve this problem: an AI-based unified platform purpose-built to help enterprises unify information and organize silos across the customer journey, tap into unstructured digital data and utilize AI to create a single view of each customer – at scale. We do this by providing customer-facing teams with the capabilities they need to serve customers, share insights and work together to deliver extraordinary experiences. For more than a decade, we have helped hundreds of the world's most valuable and iconic brands rise to the challenge of improving customer experiences, while helping them increase revenue and productivity, decrease costs and mitigate brand reputation risks.

Our go-to-market strategy has enabled us to grow through the year, attracting 1,930 customers as of January 31, 2025, including 60% of the Fortune 100. As of January 31, 2025, we had 149 customers with subscription revenue equal to or greater than $1.0 million for the trailing 12-month period. Our customers include global enterprises across a broad array of industries and geographies, as well as marketing agencies and government departments along with non-profit and educational institutions. Our customers are located in more than 80 countries, and our AI-based Unified-CXM platform recognizes over 150 languages. We see significant opportunity to grow within our existing customer base as customers increase usage of existing products and/or add additional products across business units and geographies. The breadth of our platform also positions us to scale across more customer-facing teams to attract new buyers beyond traditional social media roles, such as the technology buying center, call center operations, and data and insights teams, to name a few. Our success and innovation are driven by an experienced global management team and a culture that cares about the success of our customers, partners, stockholders and each other. Culture at Sprinklr is shaped by our core values, which underlie our framework for leadership and behaviors centered on customer obsession, teamwork, collaboration, trust and accountability. These core values not only define how we work, but also enable us to attract and develop top talent to help ensure that we deliver a premium experience for our customers.

Key Advantages of Our Unified-CXM Platform

Our unified architecture, AI, enterprise-grade platform and large repository of public digital data are key competitive differentiators. Our platform utilizes a single codebase architecture purpose-built for managing customer experience data and is powered by AI, foundational to our platform and purpose-build for customer experience. Sprinklr also supports seamless integrations with other industry-leading generative artificial intelligence ("Generative AI") models to offer customers the broadest choice for their personal AI needs. Our core differentiators are:

- **UNIFIED architecture, built to address the proliferation of online channels:** We have created a platform that allows organizations to listen to customers and prospects, learn from them, deliver customer service and create more personalized experiences across more than 30 digital channels, including messaging, live chat, text, social media and hundreds of millions of forums, blogs, news and review sites, as well as traditional channels such as voice and email. We believe that we are the only Unified-CXM platform that offers a single codebase architecture, designed to provide a unified experience for our customers. A single codebase architecture supports our ability to integrate channels, unify journeys across functions, and innovate faster in a "build once, deploy across" way. Our architecture enables customers to utilize the latest and most accurate AI models, providing insights to our customers with speed, accuracy, governance, compliance and security.

- **ADVANCED listening, built for digitally led, real-time and conversational data, yielding actionable insights:** Our single codebase platform was designed from the ground up to handle a massive scale of unstructured data. Our platform captures over 450 million conversations and makes over 10 billion AI predictions every day, publishes over 130 million brand messages, including those published over live chat, and handles more than 110 million customer cases every month, while also tracking over 40,000 brands and influencers and managing over 4 billion profiles across all digital channels. We believe that the scale of our AI predictions, the scope of our digital identity management, and our conversational capabilities are unmatched in the industry.
- **PURPOSE-BUILT Sprinklr AI for deriving insights and driving interactions**: With over a decade of development, we offer a broad set of AI capabilities from deep learning powered natural-language processing to automated speech recognition, as well as deep AI functionality, such as patented, phrase-level analysis. Our models are built on customer experience data, each trained in the native language (149 languages), help our global customers derive insights around conversations and brand, and inform CX strategies resource allocation. Sprinklr's AI also drives customer interactions to understand consumer intent in real-time, triage customer issues and empower customer service agents to improve customer experience. We believe that the depth of our early and sustained focus on AI, while delivering governance, compliance, and security at enterprise scale, has empowered us to secure and maintain a global leadership position.
- **CUSTOMER-DRIVEN Sprinklr AI+ for improving productivity**: We combine "traditional" AI techniques with generative AI to drive new levels of productivity across customer-facing functions — we call this Sprinklr AI+. Sprinklr AI+ allows enterprises to drive personalized customer engagement at scale, create more effective content, improve feedback management and surface insights and even next best actions. Sprinklr AI+ leverages Generative AI across products to offer AI-based omnichannel contact center as a service ("CCaaS"), social media management, advertising, content, and campaign lifecycle management and research tools. Sprinklr AI+ follows a model-dynamic approach to Generative AI, where a single use case can be powered by multiple Generative AI models acting alongside Sprinklr's own AI capabilities. Today, Sprinklr supports OpenAI, Google Cloud's Vertex AI and Microsoft Azure OpenAI Service.
- **COMPLETE, built for organizations with the full consumer lifecycle in mind**: We offer a broad range of digital and traditional use cases across customer-facing teams. Our Unified-CXM platform enables broad-based listening, seamless collaboration across the entire customer journey, skills-based workflow, customer-led governance and timely decision-making.
- **SCALABLE enterprise-grade platform**: We empower the largest global enterprises to serve their customers 24/7. Our architecture is designed to be scalable and flexible to meet the demands of today's digital enterprises or organizations and to be deployed at scale to ingest massive amounts of data. Our Unified-CXM platform is designed to meet the industry security controls. For example, we are certified in International Organization for Standardization ("ISO") 27001, maintain annual American Institute of CPAs ("AICPA") System and Organization Controls ("SOC") 1, SOC 2, and SOC 3 Type II reports and have an environment that is assessed under Payment Card Industry Data Security Standard ("PCI-DSS") as Service Provider Level 1. We also assess specific features for compliance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (collectively, "HIPAA") security and privacy control and procure an AICPA accredited auditor report under Statements on Standards for Attestation Engagements ("SSAE") 21. Our data privacy measures are designed to meet the requirements under applicable data protection laws such as the General Data Protection Regulation ("GDPR") and the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 ("CPRA") (collectively, "CCPA"). We have been granted a Federal Risk and Authorizations Management Program ("FedRAMP") LI-SaaS Authority to Operate ("ATO") to operate our solutions for United States federal agencies.

Sprinklr is recognized by leading industry analysts, including Gartner, Forrester, and IDC, across various customer experience and enterprise software categories. We are a Leader in the Gartner® Magic Quadrant™ for Content Marketing Platforms, Forrester Wave™: Social Suites, and Forrester Wave™: Digital Customer Interaction Solutions. Additionally, we have received strong rankings in Forrester Wave™: Conversational AI for Customer Service, Forrester Wave™: Customer Feedback Management, IDC Contact Center as a Service MarketScape, and IDC Voice of the Customer MarketScape.

Our Artificial Intelligence – Sprinklr AI

The core of our technology is our proprietary AI, which is the foundation of our AI-based unified platform and integrated across a highly scalable and flexible architecture across all Sprinklr solutions. We believe that our Unified-CXM platform is the first ever purpose-built, AI-based platform for the enterprise, and we strive to account for the security, compliance and governance measures they require. We have spent over a decade developing sophisticated, deep machine learning algorithms that automate insights and interactions. At any given instance, our AI engine can process millions of unstructured and structured data points ingested from myriads of channels and software applications.

Our AI is differentiated in the following ways:

- **A massive data set of consumer behavior and preferences:** Our platform ingests, processes and analyzes consumer data and behavior from one of the largest publicly available datasets (we call this Customer Experience Management ("CXM") data), with over 450 million data points accessed and ingested daily. Our AI deep machine learning algorithms utilize advanced techniques like natural language processing, natural language generation, Generative AI, computer vision, automatic speech recognition and predictive analysis on structured and unstructured data in a myriad of formats, including speech, text and images, to drive extraordinary outcomes.
- **Industry leading purpose-built Unified-CXM platform to ingest and analyze customer engagement data across all addressable/available channels:** Our platform is architected to ingest unstructured and structured data from more than 30 digital channels in real-time, including audio, video and images. The same components are reused between multiple training, and inference pipelines, enabling our data scientists to build and deploy new use-cases rapidly. This unified AI architecture enables brands to have a single understanding of their customers, in line with how customers should have a single experience with their brand.
- **High accuracy of predicting consumer behavior and preferences:** Our AI engine is built on top of highly sophisticated and customizable machine learning algorithms that result in more than 10 billion predictions per day. This fully automated AI engine provides actionable insights built on deep machine learning and is designed to make accurate predictions without human input across a wide range of products offered by our Unified-CXM platform.
- **Powerful and dynamic natural language processing and generation:** We have developed advanced text analytics capabilities with technology that can look at the context, grammar and co-references of a sentence to associate opinions, thoughts, preferences and feedback with respective brands and products. We also model end-to-end dialogues for improving customer service agent productivity. This capability automatically learns from previous agent-consumer interactions, sentiment, emotion, intents and conversation intent journeys to suggest highly contextual, fluent, relevant and engaging responses.
- **Highly sophisticated and configurable AI models:** We have developed highly specialized AI models across more than 60 industry verticals and sub-verticals across 149 languages. With a training data set of over 100 million data points, we are able to provide efficiencies to our customers. We deploy AI models at four different levels to ensure quick deployment for rapid time to value realization: (1) Global Models: Developed with data across industries and partners; (2) Industry Models: Developed when data of one industry varies significantly from another; (3) Sub-vertical Models when the data within an industry varies significantly; and (4) Customized AI Models: Enabling brands to quickly customize AI models to solve their diverse set of use cases. Sprinklr AI gets smarter every day by leveraging virtuous feedback loops. With each piece of feedback, our AI learns actively, which in turn leads to more customers adopting the power of Sprinklr's AI capabilities. Our AI is used across Sprinklr's use cases and products, which enables a cohesive customer experience. As AI and machine learning grow across industries, this flywheel approach has become a cornerstone and competitive differentiator at Sprinklr.

Our Product Suites

With the rise of digital channels, customers are connected and empowered like never before. Every customer-facing team needs to think differently as a result:

- Customers volunteer feedback 24/7 on public channels – ***research can be actionable and real-time.***
- How you care for customers determines what they say about you – ***customer service is the new marketing.***
- Customers trust each other more than brands and want to be recognized as people, not purchasers – ***marketing is what they say, not what you say, so be personal.***
- Customers buy based on their experience with a brand – ***engagement drives sales.***
- The convergence of technology waves is changing how people connect and transact – with customers preferring to engage digitally, shoppers transacting on social media, and purchasing decisions influenced by AI.

These new realities guide what we have built, providing solutions and capabilities that large enterprises can no longer afford to live without. Sprinklr offers four major product suites:

- **Sprinklr Service** – Sprinklr Service is a suite of AI-based products and solutions that transforms fragmented interactions across voice, digital and social channels into cohesive, channel-less experiences powered by intelligent human-AI collaboration at enterprise scale.
- **Sprinklr Social** – Sprinklr Social is a suite of AI-based products and solutions that unifies social media management across publishing, engagement, and analytics across 30+ channels – enabling enterprise-grade security, governance, and automation.

- **Sprinklr Insights** – Sprinklr Insights is a suite of AI-based products and solutions that delivers real-time consumer intelligence, unlocks actionable insights and helps enterprises manage customer feedback by unifying and analyzing direct and indirect, as well as solicited and unsolicited, feedback.
- **Sprinklr Marketing** – Sprinklr Marketing is a suite of AI-based solutions that unifies and activates campaigns across paid, owned, and earned channels. It delivers comprehensive reporting and insights while enabling collaboration, enterprise-grade governance, and compliance.

Sprinklr offers modular packages and stock keeping units ("SKUs") aligned to customers' use cases across Sprinklr Service, Sprinklr Social, Sprinklr Insights and Sprinklr Marketing.

Sprinklr Unified-CXM Platform

One single, unified platform with four product suites Purpose-built to consolidate listening and insights, social media management, campaign lifecycle management, paid advertising and customer service in one unified platform. The four key product suites that align to the needs of enterprises managing the customer journey are:

- Sprinklr Service
- Sprinklr Social
- Sprinklr Insights
- Sprinklr Marketing

The Sprinklr Unified-CXM architecture was built to manage all of these products on a single platform. Our Unified-CXM Platform provides the following common features and capabilities, which are shared across the platform and all products:

- **Sprinklr AI** – Sprinklr's proprietary AI built against customer experience ("CX") use cases with CX models based on CX data.
- **Sprinklr AI+** – An AI-everywhere offering that unifies proprietary AI from Sprinklr with Generative AI powered by integrations with OpenAI, Google Cloud's Vertex AI and Microsoft Azure OpenAI. Sprinklr AI+ brings Generative AI to customer experience designed with governance, security and data privacy in mind.
- **Sandbox** – Sprinklr Sandbox offers an isolated test environment that mimics your live production environment, allowing you to practice with precision, create without consequences, and change with confidence.
- **Integrations** – Sprinklr marketplace integrations include 80+ out-of-the-box connectors with CRMs, CDPs, DAMs, and Data Visualization and with other enterprise platforms like Microsoft, Salesforce, Adobe, Google, Oracle, SAP and ServiceNow.
- **APIs** – Sprinklr provides a robust list of Restful web service application programming interfaces ("APIs") to integrate data and execute processes with external systems.
- **Active Data Retention** – Customers have the ability to store Sprinklr's platform data to stay on top of regulatory requirements, use historical data to address key operational needs and optimize campaigns based on past performance.
- **Display** – Display transforms data and content into high-impact, insights-driven experiences through an interactive digital signage solution for retail, DooH (digital out-of-home), stadium, broadcast TV and command centers.
- **Presentations** – Our Live Slide™ technology helps customers quickly create slides of live, real-time social and business data and content that are easily accessible for all stakeholders, empowering them to tell their story in a visually compelling way.
- **AI Studio** – Create and deploy custom artificial intelligence models, validate predictions of existing models and retrain them accordingly. Build and refine all AI models with zero coding.
- **Sprinklr AI+ Studio** - Customize and manage Generative AI within Sprinklr. Customers can gain granular control over large language model ("LLM") providers and models for every Sprinklr AI+ use, enabling them to fine-tune their LLMs to their business context or bring their own model into Sprinklr.

Sprinklr Service

Sprinklr Service is a comprehensive, cloud-native, AI-based customer service platform that enables agents to seamlessly serve customers across digital, social and voice channels and empowers the leadership with complete visibility into contact center operations to drive transformation and impact.

Customers choose from the following Sprinklr Service products, sold individually and in bundles:

- **Sprinklr Voic**e – Enables enterprises to modernize their contact center with AI-based inbound and outbound voice capabilities, including Interactive Voice Response, Automatic Call Distribution, Pairing and Routing, Call Controls, AI

Agent Assist, AI-driven Nudges and Predictive Dialers, Omnichannel Workflows, Campaign Management and Contact Center Monitoring.

- **Social Customer Service** – Allows companies and organizations to deliver a unified customer service experience across 15+ social media channels with Intelligent Routing, Channel Prioritization and Deflection, AI Agent Assist and seamless integrations with CRM systems, such as Salesforce.
- **Live Chat Support** – Helps customers reduce their support costs and Average Handle Time by delivering prompt customer service and resolving queries in the first interaction on websites and mobile applications through text, video and co-browsing.
- **Conversational AI**: **Chatbots** – Our simplified bot development, use case library and industry-specific/intent-based bot workflows, Generative AI-powered conversations, combined with AI-based workflows and seamless agent handoff, empowers brands to deploy chatbots across 25+ channels to improve customer service and grow revenue.
- **Conversational AI**: **Voice Bots** – Utilizing the same capabilities as Chatbots, including Generative AI, voice bots enable human-like, seamless omnichannel service with features such as auto modulations, dynamic pacing and expressive text-to-speech.
- **Conversational Analytics** – Unlocks insights from every interaction on why customers are contacting Customer Support with data across 30+ channels including Top Contact Drivers, Impact Analysis, Smart Themes, Real-time Alerts and Transcription, and PCI Compliance.
- **Smart AI Intents** – Customized AI capability that breaks down inbound customer messages to identify a customer's primary intention, as well as other useful conversational ingredients to support an agent or automated dialog.
- **Sprinklr AI+ Service** – Boosts agent productivity by leveraging generative AI to deliver capabilities such as Auto Case Summarization, Reply Assistance, Knowledge Base, Agent Adherence and Auto Case Disposition.
- **Community** – Enables companies and organizations to build and manage a customizable forum for customers to easily interact with each other, share solutions and recommend product improvements through capabilities including Gamification, Polls, Contests, Peer-to-Peer Assistance and Integrated Chat.
- **Knowledge Base** – Helps agents find appropriate articles to reduce case handling time. AI intents will seek to surface the most relevant material directly within the Agent Console. For customer-facing experience, Knowledge Base is applied on websites, mobile apps or communities to offer customers quick, direct access to the right information.
- **Guided Workflows** – Provides agents and consumers step-by-step prompts for resolving common queries. AI monitors conversations and suggests the most relevant pre-configured workflows.
- **Workforce Management** – Helps contact center managers analyze historical data to accurately predict workforce needs, meet service targets and improve efficiency with capabilities such as Automated Scheduling, Shift Bidding, Time-off Management, Approval Automation, AI-driven Forecasting, Capacity Planning and Staffing Simulation.
- **Quality Management** – Identifies opportunities to improve agent performance and empower supervisors to spend time on personalized agent coaching rather than evaluations through Live Coaching, Automated case audits, AI-based scoring, Case History, Real-time Insights and more.
- **Service Command Center** – Delivers on-brand displays for real-time contact center monitoring to manage agent and business performance and drive overall productivity.

Key use cases of Sprinklr Service include:

- **Reducing the total cost of ownership** in the contact center by eliminating point solutions;
- **Improving revenue and increasing customer satisfaction** by enabling channel-less customer service;
- **Reducing costs** by uncovering actionable insights into what is driving contact center volume; and
- **Increasing efficiency and improving scalability** by utilizing self-service, agent assist and peer-to-peer capabilities on digital and voice channels.

Sprinklr Social

Sprinklr Social helps our customers to manage their social media across multiple brands, teams and geographies by providing the broadest channel coverage, best-in-class social AI, enterprise-grade governance and a Unified-CXM platform that integrates social media with consumer intelligence, marketing and customer service. Sprinklr AI+ supports this through channel-specific Content Suggestions, Hashtag Recommendation, Campaign Ideas, Campaign Brief Generation, Content Localization, Content Paraphraser and Content Tonality.

Customers choose from the following Sprinklr Social products:

- **Social Publishing & Engagement** – Enables enterprises to plan, publish and manage brand content across multiple channels with digital asset management, editorial calendaring, UGC management and omnichannel publishing – then measure and respond to customer engagement efficiently with automated workflows, AI-driven moderation & routing and engagement dashboards that can be shared across teams.
- **Distributed** – Empowers Distributed teams (Sales, Location Managers, Field Agents) to drive awareness, scale localized engagement and convert more leads across digital channels — all while ensuring complete brand and legal compliance.
- **Employee Advocacy** – Enables enterprises to use their employees to amplify their brand, improve awareness, generate leads and attract talent — all while ensuring compliance.

Key use cases for Sprinklr Social include:

- **Turning social into a revenue driver** by capitalizing on conversations on modern messaging channels to increase sales and seamless commerce.
- **Getting more from social media managers** by using AI to understand where and when to engage and automating publishing consistently across all channels.
- **Protecting brand reputation** by limiting the risk of off-brand engagement with a global regulatory compliance framework for approvals, governance rules and moderation processes.

Sprinklr Insights

Sprinklr Insights enables our customers to listen, learn from and act on insights gleaned from digital and traditional channels. This helps enterprises to capture the concerns of their customers regarding the enterprise's products, services and reputation; monitor trends and sentiments; benchmark their competition; and detect and manage crises. Sprinklr AI+ supports this by recommending topics, generating Boolean queries to pull in relevant data and surfacing insights without users having to fish for them.

Customers choose from the following Sprinklr Insights products:

- **Social Listening** – Enables enterprises to understand unstructured data from 15+ digital channels, automatically surface themes/trends/anomalies, share reports and act, all within a single AI-drive platform.
- **Competitive Insights & Benchmarking** – Allows companies and organizations to benchmark their social performance against competition and monitor influencers across eight social channels.
- **Product Insights** – Gain insights into customer sentiments about products and services across over 900 e-commerce websites, more than 15 digital channels and over 8 million web and traditional media outlets. Leverage specialized AI models across over 60 sectors to provide actionable intelligence and recommendations.
- **Location Insights** – Enables enterprises to gather real-time customer feedback at a local, regional and global level from 20+ location-specific data sources to proactively fix issues, manage online reputation, drive business growth, and enhance customer experience.
- **Visual Insights** – Helps brands uncover visual brand mentions and user-generated content across news, print, broadcast, social and digital channels in real-time to track and detect brand use or misuse and power more meaningful communication across channels.

Key use cases of Sprinklr Insights include:

- **Growing business by improving products and services** by listening to what customers and prospects are saying and applying AI to turn insights into action.
- **Improving customer experience** by optimizing marketing investments and customer experiences across all channels and touchpoints while benchmarking across industries and competitors.
- **Protecting brand reputation** by mitigating PR crises through AI-based issue detection and alerts and by automating stakeholder communication on brand sentiment trends and anomalies.

Sprinklr Marketing

Sprinklr Marketing enables brands to streamline their marketing operations across the campaign lifecycle without the need for spreadsheets or disparate systems, while giving brands the ability to differentiate, derive insights and optimize their marketing and advertising strategies at scale.

The result: centralized and streamlined planning and publishing across channels, greater efficiency and reduced production costs, automated and unified reporting across channels for organic and paid initiatives, AI-based and rule-based optimization, and actionable insights to improve advertising performance in real time.

Customers choose from the following Sprinklr Marketing products:

- **Campaign Planning & Content Marketing –** Enables brands to manage content planning, production, distribution and analytics on a single platform to reduce content production costs and accelerate campaign launches through capabilities such as Request Management, Editorial Planning, Collaboration, Production, Digital Asset Management, Brand Governance, Cross-Channel Publishing/Distribution and Sprinklr AI+-driven Ideation, Briefing, Copy Assistance and Localization.
- **Social Advertising –** Helps enterprises streamline advertising campaign management across 10 social channels with features like Workflows, AI-based Optimization, comprehensive Cross-channel Reporting and enterprise-grade Governance, all on Sprinklr's AI-based Unified-CXM platform.
- **Ads Comment Moderation** – By managing comments on paid posts at scale, brands can moderate testimonials, product feedback, and urgent customer service queries that would otherwise go unnoticed. Ads Comment Moderation capabilities include Unified Engagement Dashboards, Rules Engine and Advanced Message Tagging.
- **Marketing Analytics –** Allows companies to measure, analyze and optimize their paid and organic marketing performance across 30+ digital and social channels from a single, comprehensive, AI-based dashboard.

Key use cases of Sprinklr Marketing include:

- **Unifying marketing and advertising teams** on a single platform for all planning and publishing, cross-team collaboration, automation of repetitive tasks and performance management.
- **Efficiently executing marketing and advertising campaigns at scale** with streamlined task management, more control over campaign setup and access to timely, actionable insights. Scaling the use of high-performing assets to reduce content production costs.
- **Protecting return on marketing investment** with improved visibility and speed-to-market, agile course-correction and automated campaign optimization.
- **Centralizing governance** for every outbound piece of content and leveraging highly configurable user roles and permissions, ensuring that all content is authorized and on-brand.

Our Growth Strategy

We intend to capitalize on our growing market opportunity by leveraging our AI-based unified platform to execute an ambidextrous approach of re-energizing and growing our core offerings (Social, Insights and Marketing) and hardening and expanding Sprinklr Service. The following are key elements to our growth strategy:

- ***Scale Sprinklr Service***. We are transforming the contact center from a voice-focused cost center to an omni-channel revenue center by unifying marketing and sales for more efficient customer service. We believe that the future of customer service can be transformed as contact centers become revenue drivers, efficient and proactive, unlocking enormous opportunity for how brands engage with consumers online and in the channels they choose.
- ***Innovate to extend our technology leadership and AI-enabled product lines.*** We have a strong history of innovation. Since our inception, we have expanded our platform from Sprinklr Social to include Sprinklr Insights, Sprinklr Marketing and Sprinklr Service. Given our unified and scalable architecture, we have the ability to quickly add or remove channels in a short period of time.
- ***Grow customer base***. As of January 31, 2025, we had a customer base of 1,930 organizations. We believe that this represents only a small fraction of our total addressable customer base. As we expand our product offerings and extend our technology leadership, we also plan to continue to invest in sales and marketing to grow our customer base.
- ***Increase revenue from existing customers***. The mission-critical nature of our platform and enterprise-wide applicability drives adoption within additional divisions of enterprises and the cross-sale of more products. We believe that enterprises that use multiple products from our platform are able to achieve even higher returns on investment than those that do not, and we believe that we have a significant opportunity to cross-sell and up-sell our various product offerings.
- ***Further expansion internationally***. During the years ended January 31, 2025 and 2024, we generated 41% and 41%, respectively, of our revenue outside the Americas. We foresee a significant opportunity to further expand the use of our platform in other regions globally.

- ***Broaden and deepen our partner ecosystem***. Our partner ecosystem extends our geographic coverage, accelerates the usage and adoption of our platform, promotes thought leadership and provides complementary implementation resources. We work with agencies and partners across nine different partner categories, including System Integrators, Transformational partners and Resellers, which includes partners such as Microsoft, Accenture, Deloitte, Salesforce, SAP, ServiceNow, Adobe, Oracle and others. We also now work with several new types of partners, including independent consultants, Referral Partners, Technological Solution Brokers and Business Process Outsourcing ("BPOs") partners. The Sprinklr partner ecosystem is one of the most diverse across the industry to serve customers and their unique needs from around the world.
- ***Selectively pursue acquisitions***. We have a history of selective acquisitions that increase the breadth of our offerings and markets. We plan to selectively pursue acquisitions of complementary businesses, technologies and teams that would allow us to accelerate the pace of our innovation while broadening our customer reach.

Our Go-To-Market Strategy

We generate sales, primarily, through a direct sales organization, which includes Account Executives, Sales Development Reps, Solutions Consultants, Customer & Product Success personnel and Professional Services Personnel who are organized by geography and two primary customer groups: Global Strategic Accounts and Large Enterprise Accounts.

We have a highly methodical and value-based approach to Sales and Customer Success, and have made significant investments in sales enablement, onboarding and performance tracking to ensure an effective, predictable and scalable sales model. Our customer-facing teams operate against a shared Customer Engagement process to ensure that the value we sold is realized by the customer, that they are fully consuming the product, and that there is a logical next step to value expansion.

Our marketing efforts are focused on promoting our brand, generating awareness of our platform, supporting our community of customers and creating sales leads. We utilize both online and offline marketing initiatives, including our participation in industry and partner conferences, digital marketing, case studies and customer testimonials.

We engage with industry research firms to educate them on our platform and its transformational impact on enterprises and have developed go-to-market partnerships that extend the reach of our platform such as Channels, GSIs and Agencies. We anticipate that we will continue to develop select third-party relationships to help grow our business.

Partnerships

As part of our ambidextrous strategy, we announced a rebranding of our Sprinklr Partner Program. Our new SPARK (Sprinklr Partner Activation Resources & Knowledge) program will focus on automations of systems and tools to drive improved onboarding and orientation into our partner ecosystem. We are focused on delivering expanded pipeline opportunities as well as enhanced training, certification and go-to-market alignment. The ultimate goal is a strong focus on delighted customer experience, leveraging our co-sell, co-deliver, and co-develop fundamental foundation for the ecosystem.

- **System Integrators ("SI") and Agencies**: We are refining and narrowing focus on key regional and global SI partners, whom we see as crucial for creating co-sell, co-deliver, and co-develop foundations. We believe these partners will largely drive transformational outcomes for our joint customers, which will allow Sprinklr to leverage our platform as a key differentiator within these opportunities.
- **Referral Partners, BPO and Technological Solution Brokers**: These partnership types work closely with the Sprinklr Sales organization to identify new partner-sourced opportunities and grow partner driven pipeline and revenue.
- **Social & Data Partnerships**: Sprinklr integrates with numerous major social media channels. Our long-standing relationships are aligning more closely to market developments as trends are evolving with the strategies of our social and data partners. Our focus on developing new points of view and joint go-to-market with these partners will be critical to our efforts around the re-energization of Sprinklr Core. Innovation driven by Sprinklr and these partnerships will allow us to provide expert positioning for our mutual customers.
- **Independent Software Vendors & Technology Partners**: We intend to co-develop partnerships with key leaders in the industry. Also, our focus on collaborating with our cloud technology partners has provided a diversification of execution for our sales team.

Services

We believe that technology, no matter how powerful or well designed, is only as good as the people and processes that complement it. Our foremost goal through our suite of professional services is to ensure that customers consistently find a return on investment and reach new levels of success as a business. We apply the right mix of advisory and hands-on support across people and process optimization to make sure that customers are successful in their digital transformation journey.

Through our Implementation, Training and always-on Managed Services, we ensure that our customers realize value from Day 1 and throughout the Sprinklr journey. Our global, certified implementation consultants design, configure, educate and empower customers. Our teams provide a mix of virtual and instructor-led sessions to enable customers to become platform champions, while our Managed Services consultants are the long-term partners who help provide continuous platform optimization, consultancy and coaching to ensure that customers maximize the benefits of Sprinklr.

Customer Success

At Sprinklr, realizing value for our customers is at the heart of everything we do. Our Customer Success team is a critical partner in achieving our customers' business outcomes through Sprinklr. Sprinklr Customer Success has a formal and value-based delivery system that includes, among other processes:

- The **Day 0 Meeting** is designed to confirm the value the key customer stakeholders are looking to achieve as the account transitions from the pre-sales to the post sales motion. The meeting confirms the use cases that support the value, the metrics associated to those use cases, and locks in commitment from the stakeholders on the deployment and the customer's Success Engagement Process.
- The **COPM (Customer Outcome Planning Meeting)** is designed to be a regular touch base, bi-weekly or as appropriate, in which we, collaboratively, identify and coordinate issue resolution; measure value realized to date through embedded use-case-based, value realization dashboards; and continually align the Sprinklr platform with our customers' desired business outcomes and priorities.
- The **EBR (Executive Business Review)** is designed to be a more strategic meeting with executive representation on both sides, where alignment is discussed, along with a roadmap and corporate and strategic objectives. These are done at an appropriate cadence to help ensure that at no point is there a question as to the business value Sprinklr is bringing. We collaboratively work with our customers to ensure that targets are hit and recommendations are discussed on how to excel, based on best practices and industry expertise.
- The **CHI (Customer Health Index)** is a core internal metric for success at Sprinklr. We continuously survey and monitor a series of metrics of customer health. This serves as an opportunity for continued engagement with our customers, but not a formal measure of our ongoing performance.
- **Operation Bear Hug** is targeted at ensuring that the needs of our strategic customers are met and that we continue to serve them the best we can. Through this process we have an executive review, escalate support and provide product focus to ensure customer retention and satisfaction.

Competition

The CXM industry is rapidly developing, fragmented and competitive. We believe that we are the only platform that completely addresses the complex Unified-CXM needs of enterprise-scale organizations. Certain components of our platform, however, compete in various segments of the overall experience management market. Our current and potential competitors offer or may develop consumer-grade point solutions in the following areas:

- experience management solutions, including social media management solutions;
- home-grown solutions and tools;
- adjacent CXM solutions such as social messaging;
- customer service, contact center and support solutions;
- traditional marketing, advertising and consulting firms;
- Artificial Intelligence point solutions; and
- CRM and ERP solutions.

We expect competition as industry trends continue to favor the adoption of modern channels and the digital transformation of CXM. The key differentiators for Unified-CXM offerings include:

- product features, quality, functionality and design;
- scalable, flexible and open architecture;
- supports integrations of any customer system or industry solution;
- AI and Generative AI capabilities;
- strength of product vision and rapid innovation;
- strong ecosystem of third-party integrations;
- accessibility across several devices, operating systems and applications;
- ease of use;
- overall platform experience;
- designed with governance, security and privacy in mind;
- return on investment and scalable pricing;
- corporate reputation and awareness of our brand;
- strength of sales and marketing efforts;
- proven track record of execution and business value realization at enterprise scale; and
- strength of post-sale support and customer success.

We believe that we compete favorably with respect to all these factors. We expect that we will develop and introduce, or acquire, applications serving customer-facing and other front office functions. However, we realize that many competitors may have competitive advantages over us, including greater brand recognition and name, longer operating histories, greater market penetration in adjacent industries, larger and more established customer bases, larger sales forces and marketing budgets, and access to significantly greater financial, human, technical and other resources. Due to the rapid pace of development of our market, it is possible that new entrants with competitive solutions and substantial resources could introduce new products and services that disrupt our market and more acutely meet the needs of our customers and prospective customers. The market and category, Unified-CXM, in which we participate is rapidly evolving, and if we do not compete effectively, our results of operations and financial condition could be harmed.

Intellectual Property

We believe that our intellectual property rights are valuable and important to our business. We rely on trademarks, patents, copyrights, trade secrets, license agreements, intellectual property assignment agreements, confidentiality procedures, non-disclosure agreements and invention assignment agreements to establish and protect our intellectual property and proprietary rights. We seek to protect our intellectual property and proprietary rights, including our proprietary technology, software, know-how and brand, by relying on a combination of federal, state and common law rights in the United States and other jurisdictions, as well as on contractual measures. However, these laws, agreements and procedures provide only limited protection. Though we rely in part upon these legal and contractual protections, we believe that factors such as the skills and ingenuity of our employees and the functionality and frequent enhancements to our platform and solutions are larger contributors to our success in the marketplace.

As of January 31, 2025, we owned 38 issued U.S. patents and 10 pending non-provisional or provisional U.S. patent applications. These patents and patent applications seek to protect our proprietary inventions relevant to our business.

We have an ongoing trademark and service mark registration program pursuant to which we register our brand names and solution names, taglines and logos in the United States and certain other jurisdictions to the extent we determine appropriate and cost-effective. We also have common law rights in certain unregistered trademarks that were established over years of use. In addition, we have registered domain names for websites that we use in our business, such as Sprinklr.com and similar variations. We have also registered "Sprinklr" as a trademark in the United States and various foreign jurisdictions.

Despite our efforts to protect our intellectual property and proprietary rights, we cannot be certain that the steps we have taken will be sufficient or effective to prevent unauthorized parties from obtaining, copying, accessing, using or reverse engineering our software, technology and other proprietary information. For more information regarding the risks relating to intellectual property, see "**Risk Factors—Risks Related to Our Intellectual Property**."

Regulatory Matters

We are subject to a variety of laws, rules and regulations in the United States and internationally, including laws regarding data privacy, protection, security, retention, consumer protection, accessibility, sending and storing of electronic messages (and related traffic data where applicable), intellectual property, human resource services, employment and labor laws, workplace safety, consumer protection laws, anti-bribery and anti-corruption laws, import and export controls, immigration laws, federal securities laws and tax regulations, all of which are continuously evolving and developing. The manner in which existing laws and regulations are applied to SaaS businesses, whether they apply to us at all, and how they may relate to our business in particular, both in the United States and internationally, often are unclear. For example, we sometimes cannot be certain which laws will be deemed applicable to us given the global nature of our business and the nature of our services and operations, including with respect to such topics as data privacy, security and protection, pricing, advertising, taxation, content regulation and intellectual property ownership and infringement.

In addition, regulatory authorities around the world have implemented or are considering implementing a number of legislative and regulatory proposals concerning privacy, spam, data storage, data protection, data collection, content regulation, cybersecurity, government access to personal data and private data, and other matters that may be applicable to our business. More countries are enacting and enforcing laws related to the appropriateness of content and enforcing those and other laws by blocking access to services that are found to be out of compliance. It is also likely that as our business grows and evolves, as an increasing portion of our business shifts to mobile, and as our solutions are used in a greater number of countries and by additional groups, we will become subject to laws and regulations in additional jurisdictions. For additional information, see "**Risk Factors—Risks Related to Litigation, Regulatory Compliance and Government Matters**" and " **—Risks Related to Privacy, Information Technology and Cybersecurity**."

Environmental, Social and Governance

We recognize our corporate responsibility to implement and support a high standard of ethical and responsible business practices. As a result, we have developed an advisory team that leads our Environmental, Social, and Governance ("ESG") program and drives these initiatives company-wide. This cross-functional team, overseen by sponsors from Sprinklr's Executive Leadership team, works with an external sustainability consultant to implement a multi-year strategy for our ESG program.

This strategy enables us to better manage the areas that are important to our company and our stakeholders. This is based on a sustainability model with three pillars – environment, social and governance – where business areas work together as an integrated management system to ensure that objectives, activities and results are met.

- **Environment**: We seek to improve the efficiency and resilience of our operations by working to reduce our emissions and aligning around sustainable operation. We are focused on assessing sources of emissions and waste and working to implement measures to reduce energy and water consumption.
- **Social**: We are committed to creating and supporting a workforce where every employee feels valued, included, and respected and providing all employees with development opportunities to be successful and engaged. Through leadership training, human capital development and active support of employee resource groups (We Care), we cultivate a culture of belonging that is at the heart of our philosophy. We are committed to ethical employment and apply ethical standards to all operations.
- **Governance**: To generate value through sustainable business solutions, we seek to design and deliver end-to-end solutions that meet the challenges of today's digital economy, including security, data privacy, and responsible AI practices by emphasizing corporate governance, ethics, compliance, and risk management. We maintain a governance framework focused on enabling ethical decision making, risk and crisis management, and business ethics and compliance.

Sustainability Report

More information about Sprinklr's approach to ESG, including further details on our certifications and standards, can be found at https://www.sprinklr.com/sustainability/.

Human Capital Management

As of January 31, 2025, we had 3,589 employees. Of these employees, 740 were based in the United States and 2,849 were based internationally, including 2,106 in India. We have a significant percentage of our development talent based in India and have had a very strong presence in India for the last decade. We believe that this is a competitive advantage for us, as we have access to a strong and deep bench of talent at a significant cost advantage to comparable talent elsewhere in the world. Sprinklr has a global presence, with employees covered by collective bargaining agreements in several jurisdictions in accordance with applicable law. We believe that our employee relations are good, and we have not experienced any work stoppages.

Our Culture

At Sprinklr, our core values – customer obsession, trust, accountability and teamwork – shape our culture and how we work together.
We are building a positive, productive and inclusive workplace where employees feel valued and supported while driving clear communication and shared goals. By investing in leadership development, recruiting top talent and refining our operational processes, we are creating an environment that reinforces our core values and enables both individual and company growth.

In addition to our core values, we invest and focus on the following initiatives that build trust and enable collective success across all regions:

- **Engagement, Development, and Alignment Process (EDAP):** EDAP is part of our company operating rhythm and consists of the following three components: understanding how engaged our workforce is, aligning individual performance with our strategic objectives and investing in the development of our employees. The documented EDAP process has driven increased operational effectiveness, provided clearer understanding of accountabilities, and driven quarter-over-quarter improvements in employee engagement. These metrics used as part of EDAP serve as an opportunity for continued engagement with our employees, but not a formal measure to evaluate employee compensation.
- **We Belong:** At Sprinklr, we are committed to maintaining a workplace where every employee feels valued, included and respected – regardless of gender, race, ethnicity, age or background. We value and celebrate our sense of belonging and believe that every employee should be respected, listened to and have opportunities to contribute to what we're building together.

  As part of this commitment, our Employee Resource Groups, known as We Care Teams, serve as vital support networks for our global workforce. These teams create communities for employees to connect ,share experiences, and engage and educate the broader Sprinklr workforce. Through mentorship programs, cultural celebrations, community outreach and professional career development opportunities, our We Care Teams help shape an inclusive and supportive workplace where everyone can succeed.
- **Recognition:** Our peer recognition program allows all employees to recognize a colleague for living one or more aspects of our culture anytime they see the right behaviors in action. Hundreds of recognitions have been awarded globally for achievements ranging from customer-focused wins and cross-team collaboration, to embodying specific aspects of our core values.
- **Wellbeing:** Our Wellbeing program is another way we invest in our employees and is designed to keep our employees engaged and supported throughout their career journey at Sprinklr. A special certification program advances their proficiency in important areas like mindfulness and strategic breaks for peak performance. Our interactive Wellbeing platform provides resources and challenges focused on healthy eating, mental well-being, financial health, and physical fitness, helping employees prioritize their overall wellness.
- **Giving Back:** Our giving initiatives — under the umbrella of “Sprinklr Cares” — sponsor relief efforts around the world and give employees the opportunity to contribute to their personal causes. Among other benefits, Sprinklr Cares enables charitable donations through Sprinklr’s annual Giving Tuesday campaign and allows for organized volunteer opportunities. Our 24-4-Others program awards employees a day away from the office to give their time and expertise to meaningful organizations and to help those less fortunate.

Compensation and Benefits

We consider several measures and objectives in managing our human capital assets, including, among others, employee engagement, development, and training, talent acquisition and retention, employee safety and wellness, inclusion and belonging, compensation, benefits and pay equity. We provide our employees with salaries and bonuses intended to be competitive for our industry and geographic locations, opportunities for equity ownership, development programs that enable continued learning and growth and a robust benefits package to promote well-being across all aspects of their lives, including health care, retirement planning and paid time off. In addition, we have conducted employee surveys to gauge employee engagement and identify areas of future focus for our human capital practices and compensation and benefits offerings.

Corporate Information

We were incorporated in Delaware in August 2011. Our principal executive offices are located at 441 9th Avenue, New York, New York 10001, and our telephone number is (917) 933-7800. Our website address is *www.sprinklr.com*. Information contained on, or that can be accessed through, our website is not incorporated by reference into this Form 10-K, and you should not consider information on our website to be part of this Form 10-K.

Available Information

Our Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and any amendment to these reports are filed with the SEC. Such reports and other information filed by us with the SEC are available free of charge on our website at *www.sprinklr.com* when such reports are available on the SEC's website. The SEC maintains an internet site that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC at *www.sec.gov*. The information contained on the websites referenced in this Form 10-K is not incorporated by reference into this filing. Further, our references to website URLs are intended to be inactive textual references only.

Item 1A. Risk Factors.

Our operations and financial results are subject to various risks and uncertainties, including those described below. You should consider and read carefully all of the risks and uncertainties described below, together with all of the other information contained in this Form 10-K, including the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes. The occurrence of any of the following risks or additional risks and uncertainties not presently known to us or that we currently believe to be immaterial could materially and adversely affect our business, financial condition or results of operations. In such case, the trading price of our Class A common stock could decline and stockholders may lose all or part of their investment.

Summary of Selected Risk Factors Associated with Our Business

The following is only a summary of the principal risks associated with an investment in our Class A common stock. Material risks that may adversely affect our business, financial condition or results of operations include, but are not limited to, the following:

- Our recent growth may not be indicative of our future growth. Our growth also makes it difficult to evaluate our future prospects and may increase the risk that we will not be successful.
- We have incurred significant net losses in the past and we may not be able to generate sufficient revenue to achieve and maintain profitability.
- If we fail to effectively manage our growth and organizational change, our business and results of operations could be harmed.
- If we are not able to effectively develop platform enhancements, introduce new products or keep pace with technological developments, our business, results of operations and financial condition could be adversely affected.
- Our actual operating results may differ significantly from any guidance provided.
- Our results of operations and financial metrics may be difficult to predict. As a result, we may fail to meet or exceed the expectations of investors or securities analysts, which could cause our stock price to decline.
- Any failure of our Unified Customer Experience Management ("Unified-CXM") platform to satisfy customer demands, achieve increased market acceptance or adapt to changing market dynamics would adversely affect our business, results of operations, financial condition and growth prospects.
- The market for Unified-CXM solutions is rapidly evolving, and if this market develops more slowly than we expect or declines, develops in a way that we do not expect, or if we do not compete effectively, our business could be adversely affected.
- Our business depends on our customers renewing their subscriptions and on us expanding our sales to existing customers. Any decline in our customer renewals or expansion would harm our business, results of operations and financial condition.
- We use artificial intelligence in our products, which may result in operational challenges, legal liability, reputational concerns and competitive risks.
- Our business and growth depend in part on the success of our strategic relationships with third parties, as well as on the continued availability and quality of feedback data from third parties over whom we do not have control.
- Any failure to obtain, maintain, protect, defend or enforce our intellectual property rights could impair our ability to protect our proprietary technology and our brand and adversely affect our business, financial condition and results of operations.
- We and the third parties with whom we work are subject to stringent and changing obligations related to data privacy and security. Our (or the third parties with whom we work) actual or perceived failure to comply with such obligations could lead to regulatory investigations or actions, litigation or mass arbitration demands, fines and penalties, disruptions of our business operations, reputational harm, loss of revenue or profits, loss of customers or sales, and other adverse business consequences.
- If we or the third parties with whom we work experience a cybersecurity breach or other security incident, any vulnerabilities are identified, or unauthorized parties otherwise obtain access to our customers' data, our data or our Unified-CXM platform, our Unified-CXM platform may be perceived as not being secure, our reputation may be harmed, demand for our Unified-CXM platform may be reduced and we may incur significant liabilities.
- Our stock price may be volatile, and the value of our Class A common stock may decline.
- Our directors, executive officers and their respective affiliates are able to exert significant control over us, which limits your ability to influence the outcome of important transactions, including a change of control.

- Unstable market and economic conditions and catastrophic events may have serious adverse consequences on our business, financial condition and share price.

Risks Related to Our Growth

Our recent growth may not be indicative of our future growth. Our growth also makes it difficult to evaluate our future prospects and may increase the risk that we will not be successful.

Our revenue was $796.4 million, $732.4 million, and $618.2 million for the years ended January 31, 2025, 2024, and 2023, respectively. You should not rely on the revenue growth of any prior quarterly or annual period as an indication of our future performance. Even if our revenue continues to increase, our revenue growth rate may decline in the future as a result of a variety of factors, including the maturation of our business. Overall growth of our revenue depends on a number of factors, including our ability to:

- price our products effectively so that we are able to attract new customers and expand sales to our existing customers;
- expand the functionality and use cases for the products we offer on our Unified-CXM platform;
- provide our customers with effective and efficient implementations, as well as on-going support that meets their needs;
- continue to introduce our products to new markets outside of the United States;
- successfully identify and acquire or invest in businesses, products or technologies that we believe could complement or expand our Unified-CXM platform; and
- increase awareness of our brand on a global basis and successfully compete with other companies.

We may not successfully accomplish any of these objectives, and, as a result, it is difficult for us to forecast our future results of operations. If the assumptions that we use to plan our business are incorrect or change in reaction to changes in the markets in which we operate, or if we are unable to maintain consistent revenue or revenue growth, our stock price could be volatile, and it may be difficult to achieve and maintain profitability. You should not rely on our revenue for any prior quarterly or annual periods as an indication of our future revenue or revenue growth.

We have incurred significant net losses in the past and we may not be able to generate sufficient revenue to achieve and maintain profitability.

We have incurred significant net losses in the past, and we had an accumulated deficit of $626.1 million and $474.8 million as of January 31, 2025 and 2024, respectively. While we have experienced revenue growth in recent periods and periods of profitability, we are not certain whether or when we will obtain a high enough volume of sales to sustain or increase our growth or maintain profitability in the future. We expect that our costs will increase over time and we could incur future losses, as we expect to invest significant additional funds in our business. To date, we have financed our operations principally through subscription payments by customers for use of our Unified-CXM platform and equity and debt financings. We have expended and expect to continue to expend substantial financial and other resources on:

- our Unified-CXM platform, including investing in our research and development team, developing or acquiring new products, features and functionality and improving the scalability, availability and security of our Unified-CXM platform;
- our technology infrastructure, including expansion of our activities with public cloud service providers, enhancements to our network operations and infrastructure design, and hiring of additional employees for our operations team;
- sales and marketing, including expansion of our direct sales organization and marketing efforts; and
- additional international expansion in an effort to increase our customer base and sales.

These investments may be more costly than we expect and may not result in increased revenue or growth in our business. Any failure to increase our revenue sufficiently to keep pace with our investments and other expenses could prevent us from maintaining profitability or positive cash flow on a consistent basis. If we are unable to successfully address these risks and challenges as we encounter them, our business, results of operations and financial condition would be adversely affected. In the event that we fail to maintain profitability, the value of our Class A common stock could decline.

If we fail to effectively manage our growth and organizational change, our business and results of operations could be harmed.

We have experienced, and may continue to experience, growth and organizational change, which has placed, and may continue to place, significant demands on our management, operational and financial resources. In addition, we operate globally and sell subscriptions in more than 80 countries. We also have experienced significant growth in the number of enterprises, end users, transactions and amount of data that our Unified-CXM platform and our associated hosting infrastructure support. As we continue to enter new markets and expand our international operations, we have launched new product innovations in recent years, which has led, and could continue to lead, to increased product and operational complexity, including increased implementation periods, or more complex implementations and ongoing support needs, which could adversely affect our business, results of operations and financial condition. We plan to continue to expand our international operations into other countries in the future, which will place additional demands on our resources and operations.

In order to grow our business, we must continue to attract new customers in a cost-effective manner and enable such customers to realize the benefits associated with our Unified-CXM platform. We may not be able to attract new customers to our Unified-CXM platform for a variety of reasons, including as a result of their use of traditional approaches to customer experience management, their internal timing or budget or the pricing of our Unified-CXM platform compared to products and services offered by our competitors. After a customer makes a purchasing decision, we often must also help them successfully implement our Unified-CXM platform in their organization.

In addition, we have expanded and may attempt to further grow our business by selling our Unified-CXM platform to U.S. federal, state, and local, as well as foreign, governmental agency customers. Growing our business by increasing the number of governmental agency customers we service would subject us to a number of challenges and risks. Selling to such agencies can be highly competitive and time-consuming, often requiring significant upfront time and expenses without any assurance that these efforts will generate a sale. We may not satisfy certain government contracting requirements necessary to attain certification to sell our Unified-CXM platform to certain governmental agency customers. Such government contracting requirements may change and in doing so restrict our ability to sell into the government sector until we have attained the revised certification. Government demand and payment for our products are affected by public sector budgetary cycles and funding authorizations, with funding reductions or delays adversely affecting public sector demand for our products and services. Finally, sales of our Unified-CXM platform to governmental agency customers that are engaged in certain sensitive industries, including organizations whose products or activities are perceived to be harmful, could result in public criticism and reputational risks, which could engender dissatisfaction among potential customers, investors and employees with how we address political and social concerns in our business activities. If we are unable to grow our business by increasing the number of governmental agency customers we service, or if we fail to overcome the challenges and risks associated with selling to such entities, our business, results of operations and financial condition may be adversely affected.

Risks Related to Our Business and Industry

Our actual operating results may differ significantly from any guidance provided.

Our guidance, including forward-looking statements, is prepared by management and is qualified by, and subject to, a number of assumptions and estimates that, while presented with numerical specificity, are inherently subject to significant business, economic and competitive uncertainties and contingencies. Many of these uncertainties and contingencies are beyond our control and are based upon specific assumptions with respect to future business decisions, some of which will change. We generally state possible outcomes as high and low ranges, which are intended to provide a sensitivity analysis as variables are changed but are not intended to represent that actual results could not fall outside of the suggested ranges.

Guidance is necessarily speculative in nature, and it can be expected that some or all of the assumptions of the guidance furnished by us will not materialize or will vary significantly from actual results. In particular, guidance offered in periods of extreme uncertainty, such as the uncertainty caused by macroeconomic conditions, is inherently more speculative in nature than guidance offered in periods of relative stability. For example, we recorded a higher than expected provision for credit losses in the second quarter of fiscal year 2025, which caused certain of our operating results to fall below the guidance ranges provided for such metrics in the previous period. Accordingly, any guidance with respect to our projected financial performance is necessarily only an estimate of what management believes is realizable as of the date the guidance is given. Actual results will vary from the guidance, and the variations may be material. Investors should also recognize that the reliability of any forecasted financial data will diminish the farther in the future that the data is forecasted.

Actual operating results may be different from our guidance, and such differences may be adverse and material. In light of the foregoing, investors are urged to put the guidance in context and not to place undue reliance on it. In addition, the market price of our Class A common stock may reflect various market assumptions as to the accuracy of our guidance. If our actual results of operations fall below the expectations of investors or securities analysts, the price of our Class A common stock could decline substantially.

Our results of operations and financial metrics may be difficult to predict. As a result, we may fail to meet or exceed the expectations of investors or securities analysts, which could cause our stock price to decline.

Our results of operations and financial metrics, including the levels of our revenue, gross margin, profitability, cash flow and deferred revenue, have fluctuated in the past and may vary significantly in the future. As a result, period-to-period comparisons of our results of operations may not be meaningful, and the results of any one period should not be relied upon as an indication of future performance. Our results of operations may fluctuate as a result of a variety of factors, many of which are outside of our control, and, as a result, may not fully reflect the underlying performance of our business. Fluctuation in results of operations may negatively impact the value of our Class A common stock. Factors that may cause fluctuations in our results of operations include, without limitation, those listed below:

- the payment terms and subscription term length associated with sales of our Unified-CXM platform and their effect on our bookings and free cash flow;
- our ability to successfully implement the software systems we sell;
- the timing and success of introductions of new platform features and services by us or our competitors or any other change in the competitive dynamics of our industry, including consolidation among competitors, customers or strategic partners;
- increases or decreases in the number of elements of our services or pricing changes upon any renewals of customer agreements;
- variability in our sales cycle, including as a result of the budgeting cycles and internal purchasing priorities of our customers;
- pricing adjustments made to existing customer agreements;
- the addition or loss of large customers, including through acquisitions or consolidations;
- customer renewal rates;
- changes in our pricing policies or those of our competitors;
- the mix of services sold during a period;
- the amount and timing of operating expenses related to the maintenance and expansion of our business, operations and infrastructure;
- our ability to collect on accounts receivable;
- the timing of our recognition of stock-based compensation expense for our equity awards, particularly in cases where awards covering a large number of our shares are tied to a specific event or date;
- the timing of sales and recognition of revenue, which may vary as a result of changes in accounting rules and interpretations;
- network outages or actual or perceived security breaches or other incidents; and
- general economic, market and political conditions.

The cumulative effects of the factors discussed above could result in large fluctuations and unpredictability in our quarterly and annual results of operations. This variability and unpredictability also could result in our failing to meet the expectations of industry or financial analysts or investors for any period. If our revenue or results of operations fall below the expectations of analysts or investors or below any guidance we may provide, or if the guidance we provide is below the expectations of analysts or investors, the price of our Class A common stock could decline substantially. Such a stock price decline could occur even if we have met any previously publicly stated guidance we may provide.

Any failure of our Unified-CXM platform to satisfy customer demands, achieve increased market acceptance or adapt to changing market dynamics would adversely affect our business, results of operations, financial condition and growth prospects.

We derive, have derived and expect to continue to derive the substantial majority of our revenue from subscriptions to our Unified-CXM platform. As such, the market acceptance of our Unified-CXM platform is critical to our success. Demand for our Unified-CXM platform is affected by a number of factors, many of which are beyond our control, including the extension of our Unified-CXM platform for new use cases, the timing of development and release of new products, features and functionality introduced by us or our competitors, technological change and the growth or contraction of the market in which we compete.

In addition, we expect that an increasing focus on customer satisfaction and the growth of various communications channels and new technologies will profoundly impact the market for Unified-CXM solutions. We believe that enterprises increasingly are looking for flexible solutions that bridge across traditionally separate systems for experience management, marketing automation and customer relationship management. We may be unable to effectively adapt our platform and approach to respond to changes in technology and

customer needs. For example, in recent periods, we have experienced difficulties with managing the implementation of certain larger CCaaS projects, which has resulted in increased customer dissatisfaction and loss of certain customers. If we are unable to meet this demand to manage customer experiences through flexible solutions designed to address a broad range of needs, or if we otherwise fail to achieve more widespread market acceptance of our Unified-CXM platform, our business, results of operations, financial condition and growth prospects may be adversely affected.

The market for Unified-CXM solutions is rapidly evolving, and if this market develops more slowly than we expect or declines, develops in a way that we do not expect, or if we do not compete effectively, our business could be adversely affected.

We believe that our success and growth will depend to a substantial extent on the widespread acceptance and adoption of Unified-CXM solutions in general, and of our Unified-CXM platform in particular. The market for Unified-CXM solutions is rapidly evolving, and if this market fails to grow or grows more slowly than we currently anticipate, demand for our Unified-CXM platform could be adversely affected. The Customer Experience Management ("CXM") market also is subject to rapidly changing user demand and trends. As a result, it is difficult to predict enterprise adoption rates and demand for our Unified-CXM platform, the future growth rate and size of our market or the impact of competitive solutions.

The expansion of the CXM market depends on a number of factors, including awareness of the Unified-CXM category generally, ease of adoption and use, cost, features, performance and overall platform experience, data security and privacy, interoperability and accessibility across devices, systems and platforms and perceived value. If Unified-CXM solutions do not continue to achieve market acceptance, or if there is a reduction in demand for Unified-CXM solutions for any reason, including a lack of category or use case awareness, technological challenges, weakening economic conditions, data security or privacy concerns, competing technologies and products or decreases in information technology spending, our business, results of operations and financial condition may be adversely affected.

The market for Unified-CXM solutions is also highly competitive. Our competitors may be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standards or enterprise requirements. With the introduction of new technologies, the evolution of our Unified-CXM platform and new market entrants, we expect competition to intensify in the future. Pricing pressures and increased competition generally could result in reduced sales, reduced margins, losses or the failure of our Unified-CXM platform to achieve or maintain more widespread market acceptance, any one of which could harm our business.

While we do not believe that any of our competitors currently offer a full suite of Unified-CXM solutions that competes across the breadth of our Unified-CXM platform, certain features of our Unified-CXM platform compete in particular segments of the overall Unified-CXM category. Our main competitors include, among others, experience management solutions, including social media management and social listening solutions, home-grown tools, adjacent Unified-CXM solutions, such as social messaging, conversational and Agenic AI, CCaaS solutions, customer service and support solutions, customer feedback management and Voice of the Customer solutions, content marketing, and social advertising solutions, and consulting firms and customer relationship management and enterprise resource planning solutions. Further, other established SaaS providers and other technology companies not currently focused on Unified-CXM may expand their services to compete with us. Some of our competitors may be able to offer products or functionality similar to ours at a more attractive price than we can or do, including by integrating or bundling such products with their other product offerings. Additionally, some potential customers, particularly large organizations, have elected, and may in the future elect, to develop their own internal Unified-CXM solutions.

Acquisitions, partnerships and consolidation in our industry may provide our competitors even more resources or may increase the likelihood of our competitors offering bundled or integrated products that we may not be able to effectively compete against. In particular, as we rely on the availability and accuracy of various forms of customer feedback and input data, the acquisition of any such data providers or sources by our competitors could affect our ability to continue accessing such data. Furthermore, we also are subject to the risk of future disruptive technologies. If new technologies emerge that are able to collect and process experience data, or otherwise develop Unified-CXM solutions at lower prices, more efficiently, more conveniently or with functionality and features enterprises prefer to ours, such technologies could adversely impact our ability to compete. If we are not able to compete successfully against our current and future competitors, our business, results of operations and financial condition may be adversely affected.

Our business depends on our customers renewing their subscriptions and on us expanding our sales to existing customers. Any decline in our customer renewals or expansion would harm our business, results of operations and financial condition.

In order for us to maintain or improve our results of operations, it is important that we maintain and expand our relationships with our customers and that our customers renew their subscriptions when the initial subscription term expires or otherwise expand their subscription program with us. Our customers are not obligated to, and may elect not to, renew their subscriptions on the same or similar terms after their existing subscriptions expire. Some of our customers have in the past elected, and may in the future elect, not to renew their agreements with us or otherwise reduce the scope of their subscriptions, and we do not have sufficient operating history with our business model and pricing strategy to accurately predict long-term customer renewal rates. In addition, the growth of our business depends in part on our customers expanding their use of our Unified-CXM platform, which can be difficult to predict.

Our customer renewal rates, as well as the rate at which our customers expand their use of our Unified-CXM platform, may decline or fluctuate as a result of a number of factors, including the customers' satisfaction with our Unified-CXM platform, defects or performance issues, our customer and product implementation and support, our prices, mergers and acquisitions affecting our customer base, the effects of global economic conditions, the entrance of new or competing technologies and the pricing of such competitive offerings or reductions in the enterprises' spending levels for any reason. If our customers do not renew their subscriptions, renew on less favorable terms or reduce the scope of their subscriptions, our revenue may decline and we may not realize improved results of operations from our customer base, and, as a result, our business and financial condition could be adversely affected.

We recognize revenue over the term of our customers' contracts. Consequently, increases or decreases in new sales may not be immediately reflected in our results of operations and may be difficult to discern.

We generally recognize subscription revenue from customers ratably over the terms of their contracts and a majority of our revenue is derived from subscriptions that have terms of one to three years. As a result, a portion of the revenue we report in each quarter is derived from the recognition of deferred revenue relating to subscriptions entered into during previous quarters. Consequently, a decline in new or renewed subscriptions in any single quarter may have a small impact on our revenue results for that quarter. However, such a decline will negatively affect our revenue in future quarters. Accordingly, the effect of significant downturns in sales and market acceptance of our Unified-CXM platform and potential changes in our pricing policies or rate of expansion or retention may not be fully reflected in our results of operations until future periods. For example, the impact of current economic uncertainties may cause customers to request better pricing, which may not be reflected immediately in our results of operations. In addition, customers have in the past and may continue in the future to slow their rate of expansion or reduce their number of licenses. We also may be unable to reduce our cost structure in line with a significant deterioration in sales. In addition, a majority of our costs are expensed as incurred, while revenue is recognized over the term of the agreements with our customers. As a result, increased growth in the number of our customers could continue to result in our recognition of more costs than revenue in the earlier periods of the terms of our agreements. Our subscription model also makes it difficult for us to rapidly increase our revenue through additional sales in any period, as revenue from new customers must be recognized over the applicable subscription term.

The failure to attract and retain qualified talent could prevent us from successfully executing our business strategy.

To successfully execute our business strategy, we must attract and retain highly qualified talent. There is high competition for executive officers, software engineers, product managers, account executives, sales leaders and other key talent in our industry. In particular, we compete with many other companies for engineers with high levels of experience in designing, developing and managing cloud-based software, as well as for technical sales, operations and general leadership. In addition, we believe that the success of our business and corporate culture depends on employing people with a variety of backgrounds and experiences, and the competition for such diverse talent is significant. Many of the companies with which we compete for diverse and experienced talent have greater resources than we do and can frequently offer substantially greater compensation and benefits than we can offer, including, in some cases, large equity packages and cash-based awards. In addition, prospective and existing employees often consider the value of the equity awards they receive in connection with their employment. If the perceived value of our equity awards declines, including as a result of volatility or decline in the market price of our Class A common stock or changes in the perception about our future prospects, it may adversely affect our ability to recruit and retain highly qualified talent. In order to manage attrition, including as a result of recent decreases in our stock price and market volatility, we have issued, and may continue to issue, additional equity awards and increased cash compensation to attract and retain talent, which may impact results of operations or be dilutive to stockholders. We also face significant competition in hiring and attracting qualified talent in all aspects of our business, and the opportunity to work remotely or on a hybrid basis has also increased the competition for such talent. If we fail to attract new talent or fail to retain and motivate our current talent, our ability to maintain and grow our products and support our existing customers, attract new customers, respond to competitive pressures, and execute our business plan, would be at risk.

We rely on third-party data centers and cloud computing providers, and any interruption or delay in service from these facilities could impair the delivery of our Unified-CXM platform and harm our business.

We currently serve our customers from third-party data centers and cloud computing providers located around the world. Some of these facilities may be located in areas prone to natural disasters and may experience events such as earthquakes, floods, fires, severe weather events, power loss, computer or telecommunication failures, service outages or losses, and similar events. They also may be subject to break-ins, sabotage, intentional acts of vandalism and similar misconduct or cybersecurity issues, including attacks enhanced or facilitated by artificial intelligence ("AI") human error, terrorism, improper operation, unauthorized entry and data loss. Our data center operations also rely heavily on the availability of electricity, which also comes from third-party providers. If we or the third-party data center and cloud computing provider facilities that we use to deliver our services were to experience a major power outage or if the cost of electricity were to increase significantly, our operations and financial results could be harmed. If we or our third-party data centers and cloud service provider facilities were to experience a major power outage, we or they would have to rely on back-up generators, which might not work properly or might not provide an adequate supply during a major power outage. Such a power outage could result in a significant disruption of our business. In the event of significant physical damage to one of these data centers, it may take a significant period of time to achieve full resumption of our services, and our disaster recovery planning may not account for all eventualities. We also may incur significant costs for using alternative equipment or taking other actions in preparation for, or in reaction to, events that damage the data centers and equipment that we use. Although we carry business interruption insurance, it may not be sufficient to compensate us for the potentially significant losses, including the potential harm to the future growth of our business that may result from interruptions in our services or products.

As we grow and continue to add new third-party data centers and cloud computing providers and expand the capacity of our existing third-party data centers and cloud computing providers, we may move or transfer our data and our customers' data. Despite precautions taken during this process, any unsuccessful data transfers may impair the delivery of our Unified-CXM platform. Any damage to, or failure of, our systems, or those of our third-party data centers or cloud computing providers or the systems of a customer that hosts our software in their private cloud, could result in interruptions on our Unified-CXM platform or damage to, or loss or compromise of, our data and our customers' data, including personal data. Any impairment of our or our customers' data or interruptions in the functioning of our Unified-CXM platform, whether due to damage to, or failure of, third-party data centers, cloud computing providers or the cloud computing providers of our customers or unsuccessful data transfers, may reduce our revenue, increase our operations costs, result in significant fines, cause us to issue credits or pay penalties, subject us to claims for indemnification and other claims, litigation or disputes, result in regulatory investigations or other inquiries, cause our customers to terminate their subscriptions and adversely affect our reputation, renewal rates and our ability to attract new customers. Our business will also be harmed if our existing and potential customers believe that our Unified-CXM platform is unreliable or not secure.

Further, our leases and other agreements with data centers and cloud computing providers expire at various times, and the owners of our data center facilities and cloud computing providers have no obligation to renew their agreements with us on commercially reasonable terms, or at all, which exposes us to the potential for significant cost increases. Additionally, certain of our data center and clouding computing provider agreements may be terminable for convenience by the counterparty. If services are interrupted at any of these facilities or providers, such agreements are terminated, or we are unable to renew these agreements on commercially reasonable terms or at all, or if one of our data center or cloud computing providers is acquired or encounters financial difficulties, including bankruptcy, we may be required to transfer our data, servers and other infrastructure to new data centers and cloud computing providers, and we may incur significant costs and possible service interruptions in connection with doing so. In addition, if we do not accurately plan for our data center and cloud computing capacity requirements and we experience significant strains on our data center and cloud computing capacity, we may experience delays and additional expenses in arranging new data center and cloud computing arrangements, and our customers could experience service outages that may subject us to financial liabilities due to, for example, breach of Service Level Agreements (SLAs) or other commitments, result in customer losses and dissatisfaction, and materially adversely affect our business, operating results and financial condition.

If we are not able to effectively develop platform enhancements, introduce new products or keep pace with technological developments, our business, results of operations and financial condition could be adversely affected.

Our future success will depend on our ability to adapt and innovate. To attract new customers and increase revenue from our existing customers, we will need to enhance and improve our existing platform and introduce new products, features and functionality. Enhancements and new products that we develop may not be introduced in a timely or cost-effective manner, may contain errors or defects, and may have interoperability difficulties with our Unified-CXM platform or other products. Furthermore, while we generally expect that enhancements and improvements to our products will attract new customers, certain of our customer agreements restrict our ability to materially change the features and functionality of our products, including in some cases, prohibiting the use of AI or generative AI in our products, which could result in violations of those customer agreements, or increased operational difficulties and costs due to our need to deploy different version of our products to different customers, i.e., enable or disable certain features, or failure of such customers to renew their agreements (and therefore, loss in revenue from such customers) as a result of our new products, features, and functionality. We have in the past experienced, and may in the future experience, delays in our planned release dates of new products, features and functionality, and there can be no assurance that these developments will be released according to schedule. We also have invested, and may continue to invest, in the acquisition of complementary businesses and technologies that we believe will enhance our Unified-CXM platform. If we are unable to successfully develop, release, acquire or integrate new products,

features and functionality, or enhance our existing platform to meet the needs of our existing or potential customers in a timely and effective manner, or if a customer is not satisfied with the quality of work performed by us or with the technical support services rendered, our customers may delay or withhold payment to us, cancel their agreements with us, elect not to renew, or make service credit claims, warranty claims or other claims against us, and we could lose future sales. The occurrence of any of these events could result in diminishing demand for our solutions, a reduction of our revenues, an increase in our provision for credit losses or in collection cycles for accounts receivable or could cause us to incur the risk or expense of litigation.

Similarly, our customers and users of our Unified-CXM platform are increasingly accessing our Unified-CXM platform or interacting via mobile devices. We are devoting valuable resources to solutions related to mobile usage, but we cannot assure you that these solutions will be successful. If the mobile solutions we have developed for our Unified-CXM platform do not meet the needs of current or prospective customers, or if our solutions are difficult to access or use, customers or users may reduce their usage of our Unified-CXM platform or cease using our Unified-CXM platform altogether and our business could suffer.

In addition, because our Unified-CXM platform is designed to operate on a variety of networks, applications, systems and devices, we will need to continually modify and enhance our Unified-CXM platform to keep pace with technological advancements in such networks, applications, systems and devices. If we are unable to respond in a timely, user-friendly and cost-effective manner to these rapid technological developments, our Unified-CXM platform may become less marketable and less competitive or obsolete, and our business, results of operations and financial condition may be adversely affected.

We use artificial intelligence in our products and operations, which may result in operational challenges, legal liability, reputational concerns and competitive risks.

We use AI tools in our business operations for internal and external uses. Specifically, our employees and personnel may use AI technologies to support their work and our internal business operations, including for example to generate source code used in our products and systems. Output from generative AI may infringe on third-party intellectual property rights without us being aware. Moreover, advanced AI tools, which may produce content indistinguishable from that generated by humans, have a number of benefits, risks, and liabilities, some still unknown. Recent decisions of governmental entities and courts (such as the U.S. Copyright Office, U.S. Patent and Trademark Office, and U.S. Court of Appeals for the Federal Circuit) interpret U.S. copyright and patent law as limited to protecting works and inventions created by human authors and inventors, respectively. We are therefore unlikely to be able to obtain U.S. copyright or patent protection for works or inventions wholly created by a generative AI tool, and our ability to obtain U.S. copyright and patent protection for source code, text, images, inventions, or other materials, which are developed with some use of AI tools, such as generative AI, may be limited, if available at all. Likewise, the availability of intellectual property protections in other countries is similarly unclear. Additionally, our use of third-party generative AI tools to develop source code, text, images, inventions, or other materials may expose us to greater risks than utilizing contracted human developers, as third-party generative AI vendors typically do not provide warranties or indemnities with respect to the output generated by such generative AI tools, and generative AI tools may also provide output that appears correct but is erroneous. Furthermore, some generative AI tools may be offered under terms that do not protect the confidentiality of the prompts or inputs that users submit to such tools and may use prompts or inputs to train shared AI models, potentially resulting in third-party users receiving outputs containing information from prompts or inputs (including confidential, competitive, proprietary, or personal data) that we submitted to the tool.

Our use of generative AI tools to generate code may also present additional security risks because the generated source code may contain security vulnerabilities. Additionally, the vendors of these generative AI tools may fail to comply with their contractual obligations to us regarding the confidentiality or security of any data or other inputs provided to such vendor or outputs generated by their generative AI tools. Our sensitive information could be leaked, disclosed, or revealed as a result of or in connection with our employees', personnel's, or vendors' use of third-party generative AI tools or AI technologies generally.

In addition to the use of generative AI in our internal operations, including for generation of code, we also use our own proprietary AI-based features within our products, and have incorporated generative AI into our product offerings through third-party vendors, which has the potential to result in adverse effects to our financial condition, results or reputation. Generative AI features and services leverage existing and widely available technologies, such as those owned by Microsoft Azure, OpenAI or alternative large language model providers. The use of generative AI technology and processes at scale is relatively new and may lead to challenges, concerns and risks that are significant or that we may not be able to predict, especially if our use of these technologies in our products and services becomes more important to our operations over time.

Use of AI or generative AI in our products and services may be difficult to deploy successfully due to operational issues inherent to the nature of such technologies, including the development, maintenance and operation of deep learning datasets. Further, some of our customers, especially those in highly regulated industries, may be reluctant or unwilling to adopt AI or generative AI products. Accordingly, adoption of generative AI features in our products and marketing our products as AI or generative AI products could reduce or delay customer adoption. For example, AI and generative AI use machine learning techniques, including, but not limited to, algorithms, natural language processing and/or content creation which, depending on the model and the intended use case, may lead to flawed, biased, unexplained, and inaccurate results or outputs, which could lead to customer rejection or skepticism of such products or even potentially claims against us arising from customer reliance on erroneous output to its detriment. Emerging ethical issues

surround the use of AI and generative AI, or if our deployment or development of AI or generative AI becomes controversial or is successfully and adversely challenged by our current or prospective customers, we may be subject to reputational risk. Any sensitive information (including confidential, competitive, proprietary, or personal data) that our customers input into the third-party generative AI features in our products (or that we input into generative AI tools that we use) could be leaked, disclosed to others or used for improper purposes, including if sensitive information is used to train our own AI or the third parties' generative AI models, in breach of our contractual agreements. While we have processes and practices designed to ensure that we have the necessary rights to use source training data for training our AI, we may not in every instance be able to confirm that all of the information contained in such datasets has been obtained with the necessary permissions for us to use for purposes of our AI. For example, we may use publicly available data to train our AI that contains information that was unlawfully acquired from third parties without our knowledge. While we have some tools that can be leveraged to help us avoid using personal data to train or fine-tune our AI, it may be difficult for us to avoid or identify all instances where personal data may be in the scope of the training data, even though it is not necessarily required. If we were to receive claims from third parties asserting rights against our use of certain datasets used to train our AI, it may be difficult or impossible to disentangle our trained models from the subject matter of the claims.

The disclosure and use of personal data in AI technologies is subject to various privacy laws and other privacy obligations. Additionally, where our products ingest personal data or where they make connections using such data, these AI or generative AI processes may reveal or generate other personal or sensitive data over which we could lose control or impair our ability to fulfill certain data subject requests in compliance with certain privacy laws or contractual obligations to our customers, such as requests to delete certain personal data ingested by the product. Further, unauthorized use or misuse of generative AI by our employees, customers or others, including violation of internal policies or procedures or guidelines or contractual agreements and terms (including internal and external Acceptable Use policies or other policies and third-party terms), may result in disclosure or misuse of confidential company and customer data, reputational harm, privacy law violations, legal and contractual liability, or regulatory actions, including algorithmic disgorgement. Improper development, deployment, or onward use of AI and generative AI has the potential to result in biased outcomes and could lead to decisions that could harm certain individuals (or classes of individuals), and adversely impact their rights, employment, and ability to obtain certain pricing, products, services, or benefits. In addition, use of generative AI may also lead to novel and urgent cybersecurity risks (such as if a bad actor "poisons" the generative AI with bad inputs or logic), including the misuse of personal or business confidential data, which may adversely affect our operations and reputation.

As a result, the integration of generative AI into our products and operations may not be successful despite expending significant time and monetary resources to attempt to make it successful. Our investments in deploying such technologies may be substantial, and they may be more expensive than anticipated. If we fail to deploy generative AI as intended, our competitors may incorporate generative AI technology into their products or services more successfully than we do, which may impair our ability to effectively compete in the market. Furthermore, we make numerous statements online and in our marketing materials describing the availability of AI, as well as our use and integration of generative AI in our products. Although we endeavor to be accurate with our public statements and documentation, we may at times fail to do so or be alleged to have failed to do so. Our statements regarding our AI-supported features and use of generative AI can subject us to potential government or legal action if they are found to be deceptive, unfair or misrepresentative of our actual practices. Should any of these statements prove to be untrue or be perceived as untrue, even though circumstances beyond our reasonable control, we may face litigation, disputes, claims, investigations, inquiries or other proceedings that could adversely affect our business, reputation, results of operations and financial condition.

Uncertainty in the legal regulatory regime relating to AI, as well as variation on AI regulations from jurisdiction to jurisdiction, may require significant resources to modify and maintain business practices to comply with U.S. and foreign laws, the nature of which cannot be determined at this time as they continue to rapidly evolve and solidify. Several jurisdictions around the globe have already proposed or enacted laws or guidelines governing AI. For example, the EU Artificial Intelligence Act ("EU AI Act") has come into force and its provisions are gradually becoming effective, which imposes a number of obligations on various parties related to the development and use of certain AI-based systems, and other jurisdictions are beginning to adopt or prepare for adoption of similar laws. These laws may be more restrictive than the EU AI Act and may render the use of such technologies challenging. While we aim to develop and use AI responsibly by attempting to identify and mitigate any issues associated with fairness, bias, transparency, or ethical or legal use of AI, we may be unsuccessful in identifying or resolving such issues. Further, use of our AI systems for unintended or improper use cases by customer users may alter the associated legal obligations upon Sprinklr, without our knowledge. We may not be able to detect, mitigate and remediate such misuse, and limitations of liability in contracts may be inadequate to address legal liability, fines, penalties and other regulatory actions resulting from such misuse. Additionally, certain privacy laws extend rights to consumers (such as the right to delete certain personal data) and regulate automated decision making, which may be incompatible with AI, particularly training AI using personal data. These obligations may make it harder for us to conduct our business using AI, develop innovative AI models and create potential for regulatory fines or penalties, require us to change our business practices, retrain our AI, prevent or limit our creation and use of AI or generative AI, or delete or require us to disgorge certain algorithms. For example, the US Federal Trade Commission has required other companies to turn over or delete or disgorge valuable insights or trainings generated through the use of AI, or the AI models or algorithms themselves, where they allege the company has violated privacy and consumer protection laws.

Our use of AI and generative AI technology could result in additional compliance costs, regulatory investigations and actions, and lawsuits if we do not use (or are perceived to not use it) it in accordance with our internal and external policies and governance, or applicable laws and other obligations, including contractual obligations to our customers. However, if we cannot use AI or generative AI, or that use is restricted, our business may be less efficient, or we may be at a competitive disadvantage. Further, intellectual property ownership and liability for violation of terms of use, open-source license obligations, infringement or misappropriation of intellectual property and violation of privacy or publicity rights are issues arising from the use of AI technologies that legislators are still attempting to establish and with which courts are still grappling. In addition, access to data from third-party sources, including public sources and data suppliers, may become more restricted in the future, which could negatively impact our development and deployment of products, including AI technologies, that rely on such data for training or operation. Therefore, the use of AI technologies in connection with our products or operations may impact our business model or result in the inability to establish ownership of intellectual property or exposure to claims relating to the foregoing.

Our business and growth depend in part on the success of our strategic relationships with third parties, as well as on the continued availability and quality of feedback data from third parties over whom we do not have control.

We depend on, and anticipate that we will continue to depend on, various third-party relationships in order to sustain and grow our business, including technology companies whose products integrate with ours. Failure of any of these technology companies to maintain, support or secure their technology platforms in general, and our integrations in particular, or errors or defects in their technologies or products, could adversely affect our relationships with our customers, damage our brand and reputation and result in delays or difficulties in our ability to provide our Unified-CXM platform. For example, we rely on third parties to support certain components of our communication and voice services. Failure of any of these third-party providers to provide their services or to meet contractual service level commitments, or if they materially increase the cost of their services, for any reason, could adversely affect our relationships with our customers, lead to increases in the prices we are charged and therefore potentially the prices our customers pay for our products and services, damage our brand and reputation and result in delays or difficulties in our ability to provide certain services. We also rely on the availability and accuracy of various forms of client feedback and input data, including data solicited via survey or based on data sources across modern channels, and any changes in the availability or accuracy of such data could adversely impact our business and results of operations and harm our reputation and brand. In some cases, we rely on negotiated agreements with social media networks and other data providers. These negotiated agreements may provide increased access to application programming interfaces ("APIs") and data that allow us to provide a more comprehensive solution for our customers. These agreements are subject to termination in certain circumstances, and there can be no assurance that we will be able to renew those agreements or that the terms of any such renewal, including pricing and levels of service, will be favorable. We cannot accurately predict the potential impact of the termination of any of our agreements with social media networks and other data providers, including the impact on our access to the related APIs. There can be no assurance that following any such termination we would be able to maintain the current level of functionality of our platform in such circumstances, as a result of more limited access to APIs or otherwise, which could adversely affect our results of operations. In addition, there can be no assurance that we will not be required to enter into new negotiated agreements with data providers in the future to maintain or enhance the level of functionality of our platform, or that the terms and conditions of such agreements, including pricing and levels of service, will not be less favorable, which could adversely affect our results of operations. In particular, X (formerly known as Twitter) provides us with certain data that supports our Unified-CXM platform pursuant to an agreement that expires on December 31, 2026. If our agreement with X expires, is not renewed on the same or similar terms or at all, or if it is terminated due to the failure or unwillingness of either party to perform its obligations thereunder, we may not be able to provide the same level of Unified-CXM insights to our customers and our business, results of operations and financial condition may be materially and adversely affected. In addition, we obtain data from data aggregators who, despite their commercial commitments to us, may not have the right to provide that data to us, and so could expose us to claims in the future, from the data sources or data owners.

We invest significantly in research and development, and, to the extent that our research and development investments do not translate into new solutions or material enhancements to our current solutions or we do not use those investments efficiently, our business and results of operations would be harmed.

A key element of our strategy is to invest significantly in our research and development efforts to improve and develop new technologies, features and functionality for our Unified-CXM platform. For each of the years ended January 31, 2025 and 2024, our research and development expenses were at least 10% of our revenue. If we do not spend our research and development budget efficiently or effectively, our business may be harmed and we may not realize the expected benefits of our strategy. Moreover, research and development projects can be technically challenging, time-consuming and expensive. The nature of these research and development cycles may cause us to experience delays between the time we incur expenses associated with research and development and the time we are able to offer compelling platform updates and generate revenue, if any, from such investment. Additionally, anticipated enterprise demand for a solution or solutions we are developing could decrease after the development cycle has commenced, and we would nonetheless be unable to avoid substantial costs associated with the development of any such solutions or solution. If we expend a significant amount of resources on research and development and our efforts do not lead to the successful

introduction or improvement of solutions that are competitive in our current or future markets, our business and results of operations would be adversely affected.

If we are unable to develop and maintain successful relationships with channel partners, our business, results of operations, and financial condition could be adversely affected.

To date, we primarily have relied on our direct sales force, online marketing and word-of-mouth to sell subscriptions to our Unified-CXM platform. Although we have developed relationships with certain channel partners, such as referral partners, resellers and integration partners, these channels have resulted in limited revenue to date. We believe that continued growth in our business is dependent upon identifying, developing and maintaining strategic relationships with additional channel partners that can drive additional revenue. Our agreements with our existing channel partners are non-exclusive, meaning our channel partners may offer enterprises the products of several different companies, including products that compete with ours. They also may cease marketing our Unified-CXM platform with limited notice and with little or no penalty. We expect that any additional channel partners we identify and develop will be similarly non-exclusive and not bound by any requirement to continue to market our Unified-CXM platform. If we fail to identify additional channel partners in a timely and cost-effective manner, or at all, if we are unable to assist our current and future channel partners in independently selling and implementing our Unified-CXM platform, or if our channel partners choose to use greater efforts to market their own products or those of our competitors, our business, results of operations and financial condition could be adversely affected. Furthermore, if our channel partners do not effectively market and sell our Unified-CXM platform, or fail to meet the needs of our customers, our reputation and ability to grow our business also may be adversely affected.

Sales by channel partners are more likely than direct sales to involve collection issues, in particular sales by our channel partners into developing markets, and, accordingly, variations in the mix between revenue attributable to sales by channel partners and revenue attributable to direct sales may result in fluctuations in our results of operations.

If we are not able to maintain and enhance our brand, our business, results of operations and financial condition may be adversely affected.

We believe that maintaining and enhancing our reputation as a differentiated and category-defining company in Unified-CXM is critical to our relationships with our existing customers and key employees and to our ability to attract new customers and talented personnel. The successful promotion of our brand depends on a number of factors, including the effectiveness of our marketing efforts, our ability to continue to develop a high-quality platform, our ability to provide reliable services that continue to meet the needs of our customers, our ability to maintain our customers' trust and our ability to successfully differentiate our Unified-CXM platform from competitive solutions, which we may not be able to do effectively. We do not have sufficient operating history to know whether our brand promotion activities will ultimately be successful or yield increased revenue, and, if they are not successful, our business may be adversely affected. Any unfavorable publicity of our business or platform generally, for example, relating to our privacy practices, terms of service, service quality, litigation, regulatory activity, the actions of our employees, partners or customers or the actions of other companies that provide similar solutions to us, all of which can be difficult to predict, could adversely affect our reputation and brand. In addition, independent industry analysts often provide reviews of our Unified-CXM platform, as well as solutions offered by our competitors, and our brand and perception of our Unified-CXM platform in the marketplace may be significantly influenced by these reviews. If these reviews are negative, or less positive compared to those of our competitors' solutions, our brand and market position may be adversely affected. It also may be difficult to maintain and enhance our brand as we expand our marketing and sales efforts through channel or strategic partners.

The promotion of our brand also requires us to make substantial expenditures. We anticipate that these expenditures will increase as our market becomes more competitive, as we expand into new markets and as more sales are generated through our channel partners. To the extent that these activities yield increased revenue, this revenue may not offset the increased expenses we incur. If we do not successfully maintain and enhance our brand or incur substantial expenses in unsuccessful attempts to promote and maintain our brand, our business may not grow, we may have reduced pricing power relative to competitors and we could lose customers and key employees or fail to attract potential customers or talented personnel, all of which would adversely affect our business, results of operations and financial condition.

We may acquire or invest in companies, which may divert our management's attention and result in additional dilution to our stockholders. We may be unable to integrate acquired businesses and technologies successfully or achieve the expected benefits of such acquisitions.

Our success depends, in part, on our ability to expand our Unified-CXM platform and grow our business in response to changing technologies, customer demands and competitive pressures. We have in the past, and we may in the future, attempt to do so through strategic transactions, including acquisitions of, or investments in, businesses, technologies, services, products and other assets that we believe could complement, expand or enhance our Unified-CXM platform or otherwise offer growth opportunities. We also may enter into relationships with other businesses to expand our Unified-CXM platform, which could involve preferred or exclusive licenses, additional channels of distribution, discount pricing or investments in other companies. Identifying and negotiating these transactions can be time-consuming, difficult and expensive, and our ability to complete these transactions may often be subject to approvals that

are beyond our control. We cannot predict the number, timing or size of these transactions. These transactions, even if announced, may not be completed.

Any acquisition, investment or business relationship may result in unforeseen operating difficulties and expenditures. In particular, we may encounter difficulties assimilating or integrating the businesses, technologies, products, personnel or operations of the acquired companies, particularly if the key personnel of the acquired company choose not to work for us, their software is not easily adapted to work with our Unified-CXM platform or we have difficulty retaining the customers of any acquired business due to changes in ownership, management or otherwise. Acquisitions, investments or other business relationships also may disrupt our business, divert our resources and require significant management attention that would otherwise be available for development of our existing business. Moreover, the anticipated benefits of any acquisition, investment or business relationship may not be realized or we may be exposed to unknown risks or liabilities.

Our international sales and operations, including our planned business development activities outside of the United States, subject us to additional risks and challenges that can adversely affect our business, results of operations and financial condition.

During the year ended January 31, 2025, approximately 41% of our sales were to customers outside of the Americas. As part of our growth strategy, we expect to continue to expand our international operations, which may include opening additional offices in new jurisdictions and providing our Unified-CXM platform in additional languages and on-boarding new customers outside the United States. Any new markets or countries into which we attempt to sell subscriptions to our Unified-CXM platform may not be receptive to our business development activities. We currently have sales personnel and sales and customer and product support operations in the United States and certain countries across Europe, the Asia Pacific region and the Americas. We believe that our ability to attract new customers to our Unified-CXM platform and to convince existing customers to renew or expand their use of our Unified-CXM platform is directly correlated to the level of engagement we achieve with our customers in their home countries. To the extent that we are unable to effectively engage with non-U.S. customers, we may be unable to effectively grow in international markets.

Our international operations also subject us to a variety of additional risks and challenges, including:

- increased management, travel, infrastructure and legal compliance costs associated with having operations and developing our business in multiple jurisdictions;
- providing our Unified-CXM platform and operating our business across a significant distance, in different languages, among different cultures and time zones, including the potential need to modify our Unified-CXM platform and products to ensure that they are culturally appropriate and relevant in different countries;
- compliance with non-U.S. data privacy, protection and security laws, rules and regulations, including data localization requirements, and the risks and costs of non-compliance;
- longer payment cycles and difficulties enforcing agreements, collecting accounts receivable or satisfying revenue recognition criteria, especially in emerging markets;
- hiring, training, motivating and retaining highly-qualified personnel, while maintaining our unique corporate culture;
- increased financial accounting and reporting burdens and complexities;
- longer sales cycle and more time required to educate enterprises on the benefits of our Unified-CXM platform outside of the United States;
- requirements or preferences for domestic products;
- limitations on our ability to sell our Unified-CXM platform and for our solution to be effective in non-U.S. markets that have different cultural norms and related business practices that de-emphasize the importance of positive customer and employee experiences;
- differing technical standards, existing or future regulatory and certification requirements and required features and functionality;
- political and economic conditions and uncertainty in each country or region in which we operate and general economic and political conditions and uncertainty around the world;
- compliance with laws and regulations for non-U.S. operations, including anti-bribery laws, import and export control laws, tariffs, trade barriers, economic sanctions and other regulatory or contractual limitations on our ability to sell our Unified-CXM platform and develop our business in certain non-U.S. markets, and the risks and costs of non-compliance;
- heightened risks of unfair or corrupt business practices in certain geographies and of improper or fraudulent sales arrangements that may impact our financial condition and result in restatements of our consolidated financial statements;
- fluctuations in currency exchange rates and related effects on our results of operations;

- difficulties in repatriating or transferring funds from or converting currencies in certain countries;
- communication and integration problems related to entering new markets with different languages, cultures and political systems;
- new and different sources of competition;
- differing labor standards, including restrictions related to, and the increased cost of, terminating employees in some countries;
- the need for localized subscription agreements;
- the need for localized language support and difficulties associated with delivering support, training and documentation in languages other than English;
- increased reliance on channel partners;
- reduced protection for intellectual property rights in certain non-U.S. countries and practical difficulties of obtaining, maintaining, protecting and enforcing such rights abroad; and
- compliance with the laws of numerous foreign taxing jurisdictions, including withholding tax obligations, and overlapping of different tax regimes.

Any of these risks and challenges could adversely affect our operations, reduce our revenue or increase our operating costs, each of which could adversely affect our ability to expand our business outside of the United States and thereby our business more generally, as well as our results of operations, financial condition and growth prospects.

Compliance with laws and regulations applicable to our international operations substantially increases our cost of doing business. We may be unable to keep current with changes in government requirements as they change from time to time. Failure to comply with these regulations could have adverse effects on our business. In many foreign countries it is common for others to engage in business practices that are prohibited by our internal policies and procedures or U.S. or other regulations applicable to us. Although we have implemented policies and procedures designed to ensure compliance with these laws and policies, there can be no assurance that our employees, contractors, partners and agents will comply with these laws and policies. Violations of laws or our policies by our employees, contractors, partners or agents could result in delays in revenue recognition, financial reporting misstatements, enforcement actions, disgorgement of profits, fines, civil and criminal penalties, damages, injunctions, other collateral consequences and increased costs, including the costs associated with defending against such actions, or the prohibition of the importation or exportation of our Unified-CXM platform and related services, each of which could adversely affect our business, results of operations and financial condition.

We face exposure to foreign currency exchange rate fluctuations, and if foreign currency exchange rates fluctuate substantially in the future, our results of operations and financial condition, which are reported in U.S. dollars, could be adversely affected.

We conduct our business in countries around the world and a portion of our transactions outside the United States are denominated in currencies other than the U.S. dollar. While we have primarily transacted with customers and vendors in U.S. dollars to date, from time to time we have transacted in foreign currencies for subscriptions to our Unified-CXM platform and may significantly expand the number of transactions with customers that are denominated in foreign currencies in the future. The majority of our international costs are also denominated in local currencies. In addition, our international subsidiaries maintain net assets or liabilities that are denominated in currencies other than the functional operating currencies of these entities. Accordingly, changes in the value of foreign currencies relative to the U.S. dollar can affect our revenue and results of operations due to transactional and translational remeasurements that are reflected in our results of operations. As a result of such foreign currency exchange rate fluctuations, it could be more difficult to detect underlying trends in our business and results of operations.

We currently do not maintain a program to hedge transactional exposures in foreign currencies, but we may do so in the future. The future use of hedging instruments may introduce additional risks if we are unable to structure effective hedges with such instruments. There can be no assurance that we will be successful in managing our exposure to currency exchange rate risks, which may adversely affect our business, results of operations and financial condition.

Risks Related to Our Intellectual Property

Our Unified-CXM platform utilizes open source software, which may subject us to litigation, require us to re-engineer our Unified-CXM platform or otherwise divert resources away from our development efforts.

We use open source software in connection with our Unified-CXM platform and products and operations, including those products that are currently (or may be) distributed. Some open source software licenses require users who distribute open source software as part of their software to publicly disclose all or part of the source code to such software or make available any derivative works of the open source code (which may include our modifications or product code into which such open source software has been integrated) on unfavorable terms allowing further modification and redistribution and at no or nominal cost, and we may be subject to such terms.

The terms of many open source licenses have not been interpreted by U.S. or foreign courts, and there is a risk that these open source licenses could be construed in a way that imposes unanticipated conditions or restrictions on our ability to commercialize our products. It is possible that our use of open source software could inadvertently result in, or could be claimed to have resulted in use that would require us to disclose source code that we have decided to maintain as proprietary or that would otherwise breach the terms or fail to meet the conditions of an open source license or third-party contract, in part because open source license terms are often ambiguous and are not always drafted with certain programming languages in mind. We could be subject to suits by parties claiming ownership of or demanding release of the open source software or derivative works that we developed using such software, which could include our proprietary source code, or otherwise seeking to enforce the applicable open source licensing terms or alleging that our use of such software infringes, misappropriates or otherwise violates a third party's intellectual property rights. We may as a result be subject to claims for breach of contract, infringement of intellectual property rights, or indemnity, required to release our proprietary source code, pay damages, incur additional internal compliance costs, royalties, or license fees or other amounts, seek licenses, re-engineer our applications, discontinue sales in the event re-engineering cannot be accomplished on a timely basis or take other remedial action that may divert resources away from our development efforts, any of which could adversely affect our business. Any actual or claimed requirement to disclose our proprietary source code or pay damages for breach of the applicable license could harm our business and could help third parties, including our competitors, develop products and services that are similar to or better than ours.

Additionally, the use of certain open source software can lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties or controls on the origin of software. There is typically no support available for open source software, and we cannot ensure that the authors of such open source software will implement or push updates to address security risks or will not abandon further development and maintenance. Many of the risks associated with the use of open source software, such as the lack of warranties or assurances of title or performance, cannot be eliminated, and could, if not properly addressed, negatively affect our business. While we do keep track of our use of open-source software, we cannot be sure that all open source software is identified prior to use in our products and services. Any of these risks could be difficult to eliminate or manage, and, if not addressed, could have an adverse effect on our business, financial condition, and results of operations.

Any failure to obtain, maintain, protect, defend or enforce our intellectual property rights could impair our ability to protect our proprietary technology and our brand and adversely affect our business, financial condition and results of operations.

Our success and ability to compete depend in part upon our ability to obtain, maintain, protect, defend and enforce our intellectual property. As of January 31, 2025, we owned 38 U.S. issued patents and 10 pending non-provisional or provisional U.S. patent applications. We rely on a combination of patent, copyright, trademark and trade secret laws in the United States and internationally, as well as technological measures and contractual provisions, such as confidentiality or license agreements with our employees, customers, partners, and other third parties, to establish and protect our brand, maintain our competitive position and protect our intellectual property rights from infringement, misappropriation or other violation. However, the steps we take to protect our intellectual property rights may be inadequate or ineffective, and our intellectual property may be challenged, invalidated, narrowed in scope or rendered unenforceable through administrative processes, including re-examination, inter partes review, interference and derivation proceedings and equivalent proceedings in foreign jurisdictions (e.g., opposition proceedings) or litigation. The steps we take to protect our intellectual property rights may not be sufficient to effectively prevent third parties from infringing, misappropriating or otherwise violating our intellectual property or to prevent unauthorized disclosure or unauthorized use of our trade secrets or other confidential information. We cannot guarantee that any of our pending applications will issue or be approved or that our existing and future intellectual property rights will be sufficiently broad to protect our proprietary technology.

Additionally, effective trademark, copyright, patent and trade secret protection may not be available in every country in which we conduct business, and we may fail to maintain or be unable to obtain adequate protections for certain of our intellectual property rights in such foreign countries. Further, intellectual property law, including statutory and case law, particularly in the United States, is constantly developing, and any changes in the law could make it harder for us to enforce our rights. Failure to comply with applicable procedural, documentary, fee payment and other similar requirements with the United States Patent and Trademark Office and various similar foreign governmental agencies could result in abandonment or lapse of the affected patent, trademark or application. If this occurs, our competitors might be more successful in their efforts to compete with us. Effective protection of intellectual property rights is expensive and difficult to maintain, both in terms of application and registration costs, as well as the costs of defending and enforcing those rights.

We attempt to protect our intellectual property, technology, and confidential information in part through confidentiality, non-disclosure and invention assignment agreements with our employees, consultants, contractors, corporate collaborators, advisors and other third parties who develop intellectual property on our behalf or with whom we share information. However, we cannot guarantee that we have entered into such agreements with each party who has developed intellectual property on our behalf and each party that has or may have had access to our confidential information, know-how and trade secrets. These agreements may be insufficient or breached, or may not effectively prevent unauthorized access to or unauthorized use, disclosure, misappropriation or reverse engineering of, our confidential information, intellectual property, or technology. There can be no assurance that these agreements will be self-executing or otherwise provide meaningful protection for our trade secrets or other intellectual property or proprietary information. Moreover, these agreements may not provide an adequate remedy for breaches or the unauthorized use or disclosure of

our confidential information or technology or infringement of our intellectual property. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret or know-how is difficult, expensive, and time-consuming, and the outcome is unpredictable. In addition, trade secrets and know-how can be difficult to protect, and some courts inside and outside the United States are less willing or unwilling to protect trade secrets and know-how. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor or other third party, we would have no right to prevent them from using that technology or information to compete with us, and our competitive position would be materially and adversely harmed. The loss of trade secret protection could make it easier for third parties to compete with our products and services by copying functionality. Additionally, individuals not subject to invention assignment agreements may make adverse ownership claims to our current and future intellectual property, and, to the extent that our employees, independent contractors or other third parties with whom we do business use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions. There is also a risk that we do not establish an unbroken chain of title from inventors to us. An inventorship or ownership dispute could arise that may permit one or more third parties to practice or enforce our intellectual property rights, including possible efforts to enforce rights against us. Additionally, errors in inventorship or ownership can sometimes also impact priority claims, and if we were to lose our ability to claim priority for certain patent filings, intervening art or other events may preclude us from issuing patents.

Moreover, policing unauthorized use of our technologies, trade secrets, and intellectual property may be difficult, expensive and time-consuming, particularly in foreign countries where the laws may not be as protective of intellectual property rights as those in the United States and where mechanisms for enforcement of intellectual property rights may be weak or inadequate. Furthermore, we may not always detect infringement, misappropriation or other violation of our intellectual property rights, and any infringement, misappropriation or other violation of our intellectual property rights, even if successfully detected, prosecuted and enjoined, could be costly to deal with and could harm our business. In addition, there can be no assurance that our intellectual property rights will be sufficient to protect against others offering products or services that are substantially similar to ours and competing with our business, and third parties, including our competitors, may independently develop similar technology, duplicate our services or design around our intellectual property and, in such cases, we may not be able to successfully assert our intellectual property rights against such parties. Further, our contractual arrangements may not effectively prevent disclosure of our trade secrets or confidential information or provide an adequate remedy in the event of unauthorized disclosure of our trade secrets or confidential information, and we may be unable to detect the unauthorized use of, or take appropriate steps to enforce, such trade secrets, confidential information and other intellectual property rights. Any of the foregoing could adversely affect our business, results of operations and financial condition.

In order to protect our intellectual property rights, we may be required to spend significant resources to monitor and protect these rights. Litigation brought to protect and enforce our intellectual property rights could be costly, time-consuming and distracting to management, and could result in the impairment or loss of portions of our intellectual property. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could have a material adverse effect on our ability to compete in the marketplace. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property rights, which could result in the impairment or loss of portions of our intellectual property portfolio. An adverse determination of any litigation proceedings could put our intellectual property at risk of being invalidated or interpreted narrowly and could put our related patents, pending patent applications and trademark filings at risk of being invalidated, not issuing or being cancelled. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential or sensitive information could be compromised by disclosure in the event of litigation. In addition, during the course of litigation there could be public announcements of the results of hearings, motions or other interim proceedings or developments. Despite our efforts, we may not be able to prevent third parties from infringing, misappropriating or otherwise violating, or from successfully challenging, our intellectual property rights. If securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our Class A common stock. Such litigation or proceedings could substantially increase our operating losses and reduce the resources available for development activities or any future sales, marketing or distribution activities. Our failure to obtain, maintain, protect, defend and enforce our intellectual property rights could adversely affect our brand and business, financial condition and results of operations.

We may face claims by third parties alleging infringement, misappropriation or other violation of their intellectual property, trade secrets or proprietary rights.

There is considerable patent and other intellectual property development activity in our industry and companies in the technology industry frequently enter into litigation based on allegations of infringement, misappropriation or other violations of intellectual property rights. Our future success depends in part on our ability to develop and commercialize our products and services without infringing, misappropriating or otherwise violating the intellectual property and proprietary rights of others. From time to time, we have received and may in the future receive claims from third parties, including our competitors, alleging that our Unified-CXM platform and underlying technology infringe, misappropriate or otherwise violate such third party's intellectual property rights, including their trade secrets, and we may be found to be infringing upon such rights. For example, on February 25, 2022, we agreed to settle all outstanding claims with Opal Labs Inc. ("Opal") with respect to Opal's complaints alleging breach of contract and violation

of Oregon's Uniform Trade Secrets Act, among other claims, and, on March 1, 2022, the court dismissed those claims with prejudice. We and Opal finalized the settlement on March 15, 2022, and it was paid on March 30, 2022.

As we face increasing competition and become increasingly high profile, the possibility of receiving a larger number of intellectual property claims against us grows. It is possible that we may be unsuccessful in such proceedings, resulting in a loss of some portion or all of our patent rights. Any claims or litigation, regardless of their merit, could cause us to incur significant expenses, pay substantial amounts in costs or damages, ongoing royalty or license fees or other payments, or could prevent us from offering all or aspects of our Unified-CXM platform or using certain technologies, require us to re-engineer all or a portion of our Unified-CXM platform, force us to implement expensive workarounds or re-designs, distract management from our business or require that we comply with other unfavorable terms. If any of our technologies, products or services are found to infringe, misappropriate or violate a third party's intellectual property rights, we may seek to obtain a license under such third party's intellectual property rights in order to bring an end to certain claims or actions asserted against us to continue commercializing or using such technologies, products and services. However, we may not be able to obtain such a license on commercially reasonable terms or at all. Even if we were able to obtain a license, it could be non-exclusive, thereby giving our competitors and other third parties access to the same technologies licensed to us, and it could require us to make substantial licensing and royalty payments.

Any litigation also may involve patent holding companies or other adverse patent owners that have no relevant solution revenue, and, therefore, our patent portfolio may provide little or no deterrence, as we would not be able to assert our patents against such entities or individuals. Such "non-practicing entities" and other intellectual property rights holders may attempt to assert intellectual property claims against us or seek to monetize the intellectual property rights they own to extract value through licensing or other settlements. We have in the past and may in the future be requested to and/or obligated to indemnify our customers or business partners in connection with any such litigation and to obtain licenses or refund subscription fees, which could further exhaust our resources. Even if we were to prevail in the event of claims or litigation against us, any claim or litigation regarding our technology or intellectual property, with or without merit, could be unpredictable, costly and time-consuming, and divert significant resources and the attention of our management and other employees from our business operations. Such disputes also could disrupt our Unified-CXM platform and products, which would adversely impact our client satisfaction and ability to attract customers. In the case of infringement, misappropriation or other violation caused by technology that we obtain from third parties, any indemnification or other contractual protections we obtain from such third parties, if any, may be insufficient to cover the liabilities we incur as a result of such infringement or misappropriation.

In a patent infringement claim against us, we may assert, as a defense, that we do not infringe the relevant patent claims, that the patent is invalid or both. The strength of our defenses will depend on the patents asserted, the interpretation of these patents, and our ability to invalidate the asserted patents. However, we could be unsuccessful in advancing non-infringement or invalidity arguments in our defense. In the United States, issued patents enjoy a presumption of validity, and the party challenging the validity of a patent claim must present clear and convincing evidence of invalidity, which is a high burden of proof. Conversely, the patent owner need only prove infringement by a preponderance of the evidence, which is a lower burden of proof. We also may be unaware of the intellectual property rights of others that may cover some or all of our technology. Because patent applications can take years to issue and are often afforded confidentiality for some period of time, there may currently be pending applications, unknown to us, that later result in issued patents that could cover one or more of our products. If we are required to make substantial payments or undertake any of the other actions noted above as a result of any intellectual property infringement, misappropriation or violation claims against us, such payments, costs or actions could have a material adverse effect on our competitive position, business, financial condition and results of operations.

Indemnity and other provisions in various agreements potentially expose us to substantial liability for intellectual property infringement and other losses.

Our agreements with customers and other third parties may include indemnification or other provisions under which we agree to indemnify or otherwise be liable to such third parties for losses suffered or incurred as a result of claims of intellectual property infringement, misappropriation or other violation, damages caused by us to property or persons or other liabilities relating to or arising from our Unified-CXM platform or our acts or omissions. We have in the past and may in the future receive indemnification requests from our customers related to such claims. In addition, customers typically require us to indemnify or otherwise be liable to them for breach of confidentiality or failure to implement adequate security measures with respect to their data stored, transmitted or processed by our Unified-CXM platform. The terms of these contractual provisions often survive termination or expiration of the applicable agreement. Large indemnity payments or damage claims from contractual breach could harm our business, results of operations and financial condition. Although we generally attempt to contractually limit the scope of our liability with respect to such obligations, we are not always successful, and we may incur substantial liability related to them. Any dispute with a customer with respect to such obligations could have adverse effects on our relationship with that customer and other current and prospective customers, reduce demand for our Unified-CXM platform and harm our business, financial condition and results of operations.

Further, certain of our customer agreements contain provisions permitting the customer to become a party to, or a beneficiary of, a source code escrow agreement under which we place the proprietary source code for certain of our solutions in escrow with a third

party. Under these source code escrow agreements, our source code may be released to the customer upon the occurrence of specified events, such as in situations of our bankruptcy or insolvency or our failure to support or maintain our solutions. Disclosing the content of our source code may limit the intellectual property protection we can obtain or maintain for our source code or our solutions containing that source code and may facilitate intellectual property infringement, misappropriation or other violation claims against us.

Following any such release, we cannot be certain that customers will comply with the restrictions on their use of the source code and we may be unable to monitor and prevent unauthorized disclosure of such source code by customers. Additionally, following any such release, customers may be able to create derivative works based on our source code and may own such derivative works. Any increase in the number of people familiar with our source code as a result of any such release also may increase the risk of a successful hacking attempt. Each of these could have a material adverse effect on our business, financial condition and results of operations.

Risks Related to Litigation, Regulatory Compliance and Governmental Matters

Our business and operations could be negatively affected by any pending or future securities litigation or stockholder activism.

We are, and may become in the future, subject to securities class actions, derivative suits or other securities-related legal actions. For example, in August 2024, a putative securities class action was filed against us and certain of our officers alleging violations of the federal securities laws for allegedly making false and misleading statements. On March 18, 2025, a stockholder derivative action was filed, purporting to bring claims on behalf of the Company against certain of our current and former directors and officers for alleged violations of the federal securities laws and breaches of their fiduciary duties, among other claims, in relation to substantially the same factual allegations as those made in the securities class action.

In the past, securities class action litigation have often been brought against a company following a decline in the market price of its securities. In addition, stockholder activism, which could take many forms and arise in a variety of situations, has been increasing recently, and new universal proxy rules could significantly lower the cost and further increase the ease and likelihood of stockholder activism. This risk is especially relevant for us because technology companies have experienced significant stock price volatility in recent years. Volatility in our stock price or other reasons may in the future cause us to become the target of securities litigation or stockholder activism. Securities litigation and stockholder activism, including potential proxy contests, could result in substantial costs, including significant legal fees and other expenses, and divert our management and board of directors' attention and resources from our business. Additionally, securities litigation and stockholder activism could give rise to perceived uncertainties as to our future, adversely affect our relationships with customers and business partners, adversely affect our reputation, and make it more difficult to attract and retain qualified personnel. Our stock price could also be subject to significant fluctuation or otherwise be adversely affected by the events, risks and uncertainties of any securities litigation and stockholder activism.

Any claims or litigation, even if fully indemnified or insured, could adversely affect our relationships with customers and business partners, damage our reputation, decrease customer demand for our services and make it more difficult to attract and retain qualified personnel, making it more difficult for us to compete effectively. In addition, lawsuits or legal claims involving us may increase our insurance premiums, deductibles or co-insurance requirements or otherwise make it more difficult for us to maintain or obtain adequate insurance coverage on acceptable terms, if at all. Furthermore, while we maintain insurance for certain potential liabilities, such insurance does not cover all types and amounts of potential liabilities and is subject to various exclusions, as well as caps on amounts recoverable. Even if we believe that a claim is covered by insurance, insurers may dispute our entitlement to recovery for a variety of potential reasons, which may affect the timing and, if the insurers prevail, the amount of our recovery. Our exposure under these matters may also include our indemnification obligations, to the extent that we have any, to current and former officers and directors against losses incurred in connection with these matters, including reimbursement of legal fees and other expenses.

As a result, pending or future lawsuits involving us, or our officers or directors, could have a material adverse effect on our business, reputation, financial condition, results of operations, liquidity and the trading price of our Class A common stock.

We are subject to governmental export and import controls and economic sanctions laws and regulations that could impair our ability to compete in international markets and subject us to liability if we are not in full compliance with applicable laws.

Our business activities are subject to various restrictions under U.S. export and similar laws and regulations, including the United States Department of Commerce's Export Administration Regulations and various economic and trade sanctions regulations administered by the United States Treasury Department's Office of Foreign Assets Controls. The U.S. export control laws and economic sanctions laws include restrictions or prohibitions on the sale or supply of certain products and services to certain embargoed or sanctioned countries, governments, persons and entities. In addition, we may incorporate encryption technology into certain of our offerings, and encryption offerings and the underlying technology may be exported outside of the United States only with the required export authorizations, including by license, and we cannot guarantee that any required authorization will be obtained. If we are found to be in violation of U.S. economic sanctions or export control laws, it could result in substantial fines and penalties for us and for the individuals working for us. We also may experience other adverse effects, including reputational harm and loss of access to certain markets.

In addition, various countries regulate the import of certain technology and have enacted or could enact laws that could limit our ability to provide our customers access to our Unified-CXM platform or could limit our customers' ability to access or use our Unified-CXM platform in those countries. Changes in our Unified-CXM platform or future changes in export and import regulations may prevent our customers with international operations from utilizing our Unified-CXM platform globally or, in some cases, prevent the export or import of our Unified-CXM platform to certain countries, governments or persons altogether. Any decreased use of our Unified-CXM platform or limitation on our ability to export or sell our Unified-CXM platform could adversely affect our business, results of operations and financial condition.

Failure to comply with anti-bribery, anti-corruption and anti-money laundering laws could subject us to penalties and other adverse consequences.

We are subject to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), the U.K. Bribery Act and other anti-corruption, anti-bribery and anti-money laundering laws in the jurisdictions in which we do business, both domestic and abroad. These laws generally prohibit us and our employees from improperly influencing government officials or commercial parties in order to obtain or retain business, direct business to any person or gain any advantage. The FCPA, U.K. Bribery Act and other applicable anti-bribery and anti-corruption laws also may hold us liable for acts of corruption and bribery committed by our third-party business partners, representatives and agents. In addition to our own sales force, we leverage third parties to sell our products and conduct our business abroad. We and our third-party business partners, representatives and agents may have direct or indirect interactions with officials and employees of government agencies or state-owned or affiliated entities and we may be held liable for the corrupt or other illegal activities of these third-party business partners and intermediaries, our employees, representatives, contractors, channel partners and agents, even if we do not explicitly authorize such activities. These laws also require that we keep accurate books and records and maintain internal controls and compliance procedures designed to prevent any such actions. While we have policies and procedures to address compliance with such laws, we cannot assure you that our employees and agents will not take actions in violation of our policies or applicable law, for which we may be ultimately held responsible and our exposure for violating these laws increases as our international presence expands and as we increase sales and operations in foreign jurisdictions. Any violation of the FCPA, U.K. Bribery Act or other applicable anti-bribery, anti-corruption laws and anti-money laundering laws could result in whistleblower complaints, adverse media coverage, investigations, imposition of significant legal fees, loss of export privileges, severe criminal or civil sanctions or suspension or debarment from U.S. government contracts, substantial diversion of management's attention, a decline in the market price of our Class A common stock or overall adverse consequences to our reputation and business, all of which may have an adverse effect on our results of operations and financial condition.

Our business could be adversely affected by changes in laws and regulations related to the Internet or changes in access to the Internet generally.

The future success of our business depends upon the continued use of the Internet as a primary medium for communication, business applications and commerce. Federal or state government bodies or agencies have in the past adopted, and may in the future adopt, laws or regulations affecting the use of the Internet as a commercial medium. Legislators, regulators or government bodies or agencies also may make legal or regulatory changes or interpret or apply existing laws or regulations that relate to the use of the Internet in new and materially different ways. Changes in these laws, regulations or interpretations could require us to modify our Unified-CXM platform in order to comply with these changes, to incur substantial additional costs or divert resources that could otherwise be deployed to grow our business, or expose us to unanticipated civil or criminal liability, among other things.

In addition, federal and state government agencies and private organizations have imposed, and may in the future impose, additional taxes, fees or other charges for accessing the Internet or commerce conducted via the Internet. Internet access is frequently provided by companies that have significant market power and could take actions that degrade, disrupt or increase the cost of our customers' use of our Unified-CXM platform, which could negatively impact our business. In December 2017, the Federal Communications Commission ("FCC") repealed its 2015 "network neutrality" rules, effective June 2018. The 2015 network neutrality rules were designed to ensure that all online content and services were treated the same by internet service providers and granted providers of broadband internet access services greater freedom to make changes to their services, including, potentially, changes that may discriminate against or harm our business. In April 2024, the FCC adopted an order that substantially reinstated the 2015 rules, but the U.S. Court of Appeals for the Sixth Circuit overturned the FCC's decision on January 2, 2025, which means that there is no federal regulation requiring network neutrality. A number of states have adopted or are adopting or considering legislation or executive actions that would regulate the conduct of broadband providers. For example, California and Vermont have state-level requirements in effect, and New York is considering similar legislation. We cannot predict the actions that the FCC may take, whether any new FCC order or state initiatives regulating providers will be modified, overturned, or vacated by legal action, federal legislation, or the FCC itself, or the degree to which additional federal or state regulatory action – or inaction – may adversely affect our business. We could incur greater operating expenses or our customers' use of our Unified-CXM platform could be adversely affected, either of which could harm our business and results of operations.

These developments could limit the growth of Internet-related commerce or communications generally or result in reductions in the demand for Internet-based platforms and services such as ours, increased costs to us or the disruption of our business. In addition, as

the Internet continues to experience growth in the number of users, frequency of use and amount of data transmitted, the use of the Internet as a business tool could be adversely affected due to delays in the development or adoption of new standards and protocols to handle increased demands of Internet activity, security, reliability, cost, ease-of-use, accessibility and quality of service. The performance of the Internet and its acceptance as a business tool has been adversely affected by data security and privacy issues, and the Internet has experienced a variety of outages and other degradations as a result of damage to portions of its infrastructure. If the use of the Internet generally, or our Unified-CXM platform specifically, is adversely affected by these or other issues, we could be forced to incur substantial costs, demand for our Unified-CXM platform could decline and our results of operations and financial condition could be harmed.

Our business could be adversely impacted by laws and regulations related to the telecommunications industry.

We provide certain communications and voice services that are or could become subject to existing or potential domestic or international regulations around telecommunications. For example, we are registered as an interconnected Voice Over Internet Protocol ("VoIP") provider in the United States, which subjects us to the FCC's rules and regulations applicable to VoIP providers such as filings and regulatory assessments (including contributions to FCC-mandated funds), call authentication requirements, access to emergency services, requirements around the provision or portability of phone numbers, data privacy, and law enforcement access laws. We may seek to expand business activities to new jurisdictions, which could subject us to new or increased regulations, increase compliance costs or limit the level of services we offer, each of which could affect our business strategies and potential customer base. In addition, existing and future laws and regulations could limit our ability to make telephone numbers available to customers who request them. Legislators or the agencies may expand the scope of our regulatory obligations or limit our rights at any time. If we do not comply with any current or future regulations that apply to our business, we could be subject to substantial fines and penalties, we may have to restructure our product offerings, exit certain markets, or raise the price of our products, any of which could ultimately harm our business and results of operations. Any enforcement action by the regulators, which may be a public process, would hurt our reputation in the industry, possibly impair our ability to sell our services to our customers and harm our business.

Risks Related to Privacy, Information Technology and Cybersecurity

Interruptions in availability or suboptimal performance associated with our technology and infrastructure may adversely affect our business, results of operations and financial condition.

We seek to maintain the integrity and availability of our products and confidentiality of our confidential information through certain controls, such as business continuity and disaster recovery plans, redundant designs of operational systems and processes, training and availability of key employees, contractual and technical assurances by our third-party service providers to maintain their services to us, regular tests and audits of critical systems and plans, capacity planning for current and future system and process needs, enterprise risk management, and periodic review of our plans. Notwithstanding these efforts, we cannot ensure that our systems or those of the third parties with whom we work are not or will not be vulnerable to disruptions from natural or man-made disasters or other security incidents. We are exposed to threats and resulting risks that may result in a significant disruption of our ability to deliver our products to our customers.

Our continued growth, brand, reputation and ability to attract and retain customers depend in part on the ability of our customers to access our Unified-CXM platform at any time and within an acceptable amount of time. Our Unified-CXM platform is proprietary, and we are dependent on the expertise and efforts of members of our engineering, operations and software development teams for its continued performance. We have experienced, and may in the future experience, service disruptions, outages and other performance problems due to a variety of factors, including infrastructure changes, introductions of new functionality, human or software errors, capacity constraints due to an overwhelming number of users accessing our Unified-CXM platform concurrently and denial of service attacks or other security-related incidents. Frequent or persistent interruptions in our products and services could cause customers to believe that our products and services are unreliable, leading them to limit or reduce their use of our products, switch to our competitors or avoid our products and services. Additionally, our insurance policies may be insufficient to cover a claim made against us by any such customers affected by any errors, defects or other infrastructure problems. In some instances, we may not be able to rectify, remediate or even identify the cause or causes of these performance issues within an acceptable period of time. It may become increasingly difficult to maintain and improve our performance, especially during peak usage times, as our Unified-CXM platform becomes more complex and our user traffic increases. If our Unified-CXM platform is unavailable or if users are unable to access our Unified-CXM platform within a reasonable amount of time, or at all, our business, results of operations and financial condition would be adversely affected. Moreover, some of our customer agreements include performance guarantees and service-level standards that obligate us to provide credits or termination rights in the event of a significant disruption in the functioning of our Unified-CXM platform.

To the extent that we do not effectively address capacity constraints, upgrade our systems and data centers as needed and continually develop our technology and network architecture to accommodate actual and anticipated changes in technology or an increased user base, we may experience service interruptions and performance issues, which may result in a disruption of our products, delay the development of new products and features, result in a loss of current and future revenue, result in negative publicity and harm to our

reputation, require us to pay significant penalties or fines or subject us to litigation, claims or other disputes, any of which could have an adverse effect on our business, results of operations and financial condition.

We and the third parties with whom we work are subject to stringent and changing obligations related to data privacy and security. Our (or the third parties with whom we work) actual or perceived failure to comply with such obligations could lead to regulatory investigations or actions, litigation or mass arbitration demands, fines and penalties, disruptions of our business operations, reputational harm, loss of revenue or profits, loss of customers or sales, and other adverse business consequences.

In the ordinary course of business, we collect, receive, store, process, generate, use, transfer, disclose, make accessible, protect, secure, dispose of, transmit, share and conduct other activities with (which we collectively refer to as "process") proprietary and confidential data, including personal data, intellectual property, and trade secrets, of ours or our customers (collectively, "confidential information"). Additionally, our customers can utilize our Unified-CXM platform to process confidential information or personal data relating to their employees, customers, partners and other individuals. Our data processing activities subject us to numerous global data privacy and security obligations, such as various laws, regulations, guidance, industry standards, external and internal privacy and security policies, contracts, and other obligations that govern the processing of confidential information by us and on our behalf.

In the United States, federal, state, and local governments have enacted numerous data privacy and security laws, including data breach notification laws, personal data privacy laws, and consumer protection laws (such as Section 5 of the Federal Trade Commission Act), and other laws, including wiretapping laws. For example, some privacy laws and other obligations require us or our customers to obtain consent to process personal data in certain circumstances. Some of our data processing practices may be challenged under wiretapping laws, as we obtain customer information from third parties through various methods, including chatbot and session replay providers, or via third-party marketing pixels. In addition, we must comply with the FCC's regulations that require us to protect private customer information about their use of telecommunications services, known as customer proprietary network information. Our, or the third parties with whom we work, inability or failure to adhere to applicable requirements could result in adverse consequences, including class action litigation, mass arbitration demands and statutory fines for noncompliance. In the past few years, numerous U.S. states have enacted comprehensive privacy laws that impose certain obligations on covered businesses, including providing specific disclosures in privacy notices and affording residents with certain rights concerning their personal data. As applicable, such rights may include the right to access, correct, or delete certain personal data, and to opt-out of certain data processing activities, such as targeted advertising, profiling, and automated decision-making, which, even if not directly applicable to Sprinklr as a data processor, may be applicable to our customers. The exercise of these rights may impact our business and ability to provide our products and services. These state laws also allow for statutory fines for noncompliance. For example, under the California Consumer Privacy Act of 2018 ("CCPA") noncompliance carries fines and also allows for a private right of action for certain data breaches. These laws, as well as other laws or regulations relating to data privacy and security, particularly any new or modified laws or regulations that require enhanced protection of certain types of data or new obligations with regard to data retention, transfer or disclosure, may result in further uncertainty with respect to data privacy and security issues, and will require us to incur additional resource, costs and expenses in an effort to comply. The enactment of various laws has prompted similar legislative developments in other states, which has created a patchwork of overlapping nuanced state laws, as certain state laws may be more stringent, broader in scope or offer greater individual rights with respect to personal data than federal, foreign or other state laws, which complicate compliance efforts. The federal government is also still considering comprehensive privacy legislation.

In addition, as we continue to expand our business activities, we are accessing additional types and greater volumes of potentially confidential or sensitive information that may subject us to additional privacy and security laws and obligations. For example, in certain limited instances, we have agreed with specific customers to permit the exchange of protected health information through certain approved platform components. Our access to protected health information for specific agreed upon use cases on behalf of those customers that are covered entities and therefore subject to the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (collectively, "HIPAA"), may subject us to HIPAA's specific requirements relating to the privacy, security, and transmission of protected health information. To the extent that we are or may become subject to HIPAA, our failure to comply could result in significant penalties. Additionally, to the extent that additional customers with whom we did not agree to permit the exchange of protected health information through our platforms in their capacity as covered entities nonetheless input or allow such information within the platform in violation of their contractual obligations with us, we could also be subject to additional compliance risks. Similar privacy, security, and transmission obligations may apply to us outside the United States if we process health information and other categories of sensitive or confidential information knowingly or unknowingly, and our failure to comply could result in significant penalties. As we expand into more regulated industries, there may be additional obligations regarding the types of data in scope, and higher risk due to the sensitivity and potential impact of exposure.

As another example, we enable the processing of credit card data through our Secure Forms module, and we have entered contractual relationships requiring us to comply with the Payment Card Industry Data Security Standard ("PCI DSS"). The PCI DSS requires companies to adopt certain measures to ensure the security of cardholder information, including using and maintaining firewalls, adopting proper password protections for certain devices and software, and restricting data access. Noncompliance with PCI-DSS can

result in penalties ranging from $5,000 to $100,000 per month by credit card companies, litigation, damage to our reputation, and revenue losses.

Outside of the United States, an increasing number of laws, regulations, and industry standards apply to data privacy and security. Some examples of laws that apply to our processing of personal data include the European Union's General Data Protection Regulation ("EU GDPR"), the United Kingdom's GDPR ("UK GDPR" and, together with EU GDPR, "GDPR"), Brazil's General Data Protection Law (Lei Geral de Proteção de Dados Pessoais) (Law No. 13,709/2018), China's Personal Information Protection Law, India's Digital Personal Data Protection Act, and Japan's Act on the Protection of Personal Information. These laws all impose strict requirements for processing personal data. For example, noncompliance with the EU GDPR carries fines of up to the greater of €20 million or 4% of global annual turnover (and under the UK GDPR, up to the greater of £17.5 million or 4% of global annual turnover) and can result in data processing bans, other administrative penalties and litigation brought by classes of data subjects or consumer protection organizations authorized at law to represent their interests, together with associated damage to our reputation.

Europe and other jurisdictions have proposed or enacted laws requiring data to be localized in some limited circumstances or limiting the transfer of personal data to other countries. In addition, some customers have internal policy requirements which may differ from, or be more burdensome than, applicable regulations. For example, European and other data protection laws, including the GDPR, place some restrictions on the ability of companies to freely transfer personal data to countries deemed to be inadequate for privacy purposes, and there are fairly rigorous restrictions regarding transfers of personal data from China. Other jurisdictions may also adopt stringent data localization and cross-border data transfer requirements and, in many circumstances, these may be requirements outside of the scope of privacy law, including industry-specific or national security requirements. With respect to data transfers under the GDPR, although there are currently various mechanisms that may be used to enable the transfer of personal data from the European Economic Area ("EEA") and UK to the United States in compliance with the law, such as the EU-US Data Privacy Framework and the UK extension thereto (to which we are an active participant) and the EU's standard contractual clauses, these mechanisms continue to be subject to legal challenges, and there is no continued assurance that we can satisfy or rely on these measures to lawfully transfer personal data to the United States or other countries with "inadequate" data protection regimes without the potential for future challenge. If there is no lawful manner for us to transfer personal data from the EEA, the UK, or other jurisdictions outside of the origin territory, or if the requirements for a legally-compliant transfer are too onerous, we could face significant adverse consequences, including the prohibition on further transfers (including remote access by employees in support teams in certain regions), the interruption or degradation of our operations, the need to relocate part of or all of our business or data processing activities to other jurisdictions at significant expense, increased exposure to regulatory actions, substantial fines and penalties, the inability to transfer data and work with partners, vendors and other third parties, and injunctions against our processing or transferring of personal data necessary to operate our business. Additionally, companies that transfer personal data out of the EEA and UK to other jurisdictions, particularly to the United States, can be subject to increased scrutiny from regulators, individual litigants, and activist groups. Regulators in the United States, such as the U.S. Department of Justice, also are increasingly scrutinizing certain personal data transfers and have proposed and enacted certain data localization requirements, such as, for example, the Biden Administration's executive order Preventing Access to Americans' Bulk Sensitive Personal Data and United States Government-Related Data by Countries of Concern.

We are or may become directly or indirectly subject to new laws in the EEA that regulate cybersecurity and non-personal data, such as the EU Data Act, the EU Digital Operational Resilience Act (DORA) or the so-called "EU NIS2 Directive." Depending on how new laws are implemented and interpreted, we may have to adapt our business practices, contractual arrangements and products to comply with such obligations.

UK and EEA data privacy regulations in relation to electronic communications also require opt-in consent to send certain unsolicited marketing emails or other electronic communications to individuals or for the use of cookies and the data obtained using cookies and similar technologies for advertising, analytics and certain other purposes – activities on which our products and marketing strategies rely. Enforcement of these requirements has increased, and a new regulation proposed in the EU, known as the ePrivacy Regulation, makes these requirements, as well as requirements around tracking technologies, such as cookies, more stringent and increases the penalties for violating them. Such restrictions could increase our exposure to regulatory enforcement action, increase our compliance costs, and adversely affect our business.

We sometimes rely on certain data obtained from third-party data suppliers, and the sale of data to third parties has become subject to increased regulatory scrutiny. Therefore, obtaining information from third parties carries risk to us as a data purchaser and onward provider to our customers. Regulators are increasingly scrutinizing the activities of third-party data suppliers, as well as those using the data from those third parties, and laws in the United States (including the CCPA and California Delete Act) and other jurisdictions, such as Europe (including GDPR, and the ePrivacy Directive), are likewise regulating such activity. These laws pose additional, material compliance risks to such suppliers, and these suppliers may not be able to supply us with personal data in compliance with these laws. Such laws may make it difficult for our suppliers to provide the data as the costs associated with the data materially increase. For example, some data suppliers are required to register as data brokers under California, Vermont, Texas and Oregon law and file reports with regulators, which exposes them to increased scrutiny. Additionally, the California Delete Act requires the California Privacy Protection Agency to establish by January 1, 2026 a mechanism to allow California consumers to submit a single,

verifiable request to delete all of their personal data held by all registered data brokers and their service providers. Moreover, third-party data suppliers have recently been subject to increased litigation under various claims of violating certain state privacy laws. These laws and challenges may make it so difficult for our suppliers to provide data to us that the costs associated with the data materially increase or may materially decrease the availability of data that our data suppliers can provide us. In addition, we may face compliance risks and limitations on our ability to use certain data provided by our third-party suppliers if those suppliers have not complied with applicable privacy laws, for example, where necessary by providing appropriate transparency notices to data subjects, obtaining necessary consents or where the data is not lawfully made available to us. In addition, there may be restrictions in their terms of use of which we are not aware.

In addition to data privacy and security laws, our contractual obligations relating to data privacy and security have become increasingly stringent due to changes in data privacy and security and the expansion of our service offerings. For example, certain data privacy and security laws, such as the GDPR and the CCPA, require us to impose specific contractual restrictions on our service providers, and our customers are requiring broader and more extensive commitments.

Moreover, we have been certified or assessed to be compliant with certain privacy and security standards or requirements. If we are unable to maintain these certifications or meet these standards, it could adversely affect our ability to provide our solutions to certain customers and could harm our business.

Furthermore, we make numerous statements in our privacy policies, terms of service, contracts, requests for information, whitepapers, in online collateral, through our certifications to certain industry standards, and in our marketing materials that describe the security and privacy practices including as it relates to our Unified-CXM platform. Although we endeavor to comply with our public statements and documentation, we may at times fail to do so or be alleged to have failed to do so. Our privacy policies and other statements regarding data privacy and security can subject us to potential government or legal action if they are found to be deceptive, unfair, misleading, or misrepresentative of our actual practices. Should any of these statements prove to be untrue or be perceived as untrue, even though circumstances beyond our reasonable control, we may face litigation, disputes, claims, investigations, inquiries or other proceedings including, without limitation, by the U.S. Federal Trade Commission, federal, state and foreign regulators, our customers and private litigants, which could adversely affect our business, reputation, results of operations and financial condition.

Business partners and other third parties with a strong influence on how consumers interact with our products, such as Apple, Google, Meta, Microsoft and Mozilla, have and may continue to create new privacy controls or restrictions on their products and platforms, limiting the effectiveness of our services. With obligations relating to data privacy and security changing and imposing new and stringent obligations, and with some uncertainty over the interpretation and application of these and other obligations, we may face challenges in addressing their requirements and making necessary changes to our policies and practices and may incur significant costs and expenses in an effort to do so.

Even with processes designed to assess the third parties with whom we work, we may not have sufficient knowledge about the locations where such third parties process personal data, the types of data transfers in scope for their processing, how that data is processed, or what data is processed, which may impact the commitments we can make to our customers. Additionally, if the third parties with whom we work with, including our vendors or third-party service providers, violate applicable laws, rules or regulations or our policies, such violations may put our or our customers' data at risk and could in turn have an adverse effect on our business. Any failure or perceived failure by us or the third parties with whom we work to comply with our data privacy or security obligations to customers or other third parties, or any of our other legal obligations relating to data privacy or security, may result in governmental investigations or inquiries (which have occurred in the past and may occur in the future), enforcement actions, litigation and mass arbitration demands, disputes or other claims, indemnification requests, restrictions on providing our services, claims or public statements against us by privacy advocacy groups or others, adverse press and widespread negative publicity, reputational damage, significant liability or fines and the loss of the trust of our customers, any of which could have a material adverse effect on our business, results of operations and financial condition.

The cost of compliance with, and other burdens imposed by, laws, rules, regulations and other obligations relating to data privacy and security applicable to the businesses of our customers may adversely affect our customers' ability and willingness to process personal data from their employees, customers and partners, which could limit the use, effectiveness and adoption of our Unified-CXM platform and reduce overall demand. Furthermore, the uncertain and shifting regulatory environment, as well as changes in consumer expectations concerning data privacy may cause concerns regarding data privacy and may cause our data vendors, customers or our customers' customers to resist providing the data necessary to allow our customers to use our services effectively. Even the perception of privacy concerns, whether or not valid, may inhibit market adoption, effectiveness or use of our applications.

If we or the third parties with whom we work experience a cybersecurity breach or other security incident, any vulnerabilities are identified, or unauthorized parties otherwise obtain access to our customers' data, our data or our Unified-CXM platform, our Unified-CXM platform may be perceived as not being secure, our reputation may be harmed, demand for our Unified-CXM platform may be reduced and we may incur significant liabilities.

In the ordinary course of our business, we process confidential information. Use of our Unified-CXM platform also involves processing our customers' information, including personal data regarding their customers, employees or other individuals.

Cyberattacks, malicious internet-based activity online and offline, fraud, security issues and other similar activities threaten the confidentiality, integrity and availability of our confidential information, are prevalent and continue to increase in frequency, intensity and sophistication. Further, these threats are becoming increasingly difficult to detect and come from a variety of sources, including traditional computer "hackers," threat actors, "hacktivists," organized crime threat actors, personnel (such as through theft or misuse), sophisticated nation-states, and nation-state-supported actors.

In addition, our Unified-CXM platform or other internal systems used for operating our business may be misconfigured or contain significant unmitigated weaknesses or vulnerabilities, resulting in a heightened exposure to internal and external threats. The processes used to implement technical and administrative controls to protect our systems and the data they contain may be ineffective, either in parts or entirely. Our employees, contractors, partners, vendors and customers could create situations whereby critical controls are bypassed, deactivated or otherwise reduced in effectiveness, which could lead to the inadvertent exposure of confidential information, intellectual property or other sensitive information and heighten our exposure to security threats. Moreover, we may not have access to any effective control mechanisms that could mitigate these concerns or address new or advanced concerns. In the event that such weaknesses or vulnerabilities were exploited by internal or external threats, we could face adverse consequences, such as significant interruptions in our operations, loss of customers, loss of data and income, reputational harm, and diversion of funds.

Some actors now engage and are expected to continue to engage in cyber-attacks, including, without limitation, nation-state actors for geopolitical reasons and in conjunction with military conflicts and defense activities. During times of war and other major conflicts, we, the third parties with whom we work, and our customers may be vulnerable to a heightened risk of these attacks, including retaliatory cyber-attacks, that could materially disrupt our systems and operations, supply chain, and ability to produce, sell and distribute our goods and services.

We and the third parties with whom we work are subject to a variety of evolving threats, including, but not limited to, social-engineering attacks (including through deep fakes, which may be increasingly more difficult to identify as fake, and phishing attacks), malicious code (such as viruses, worms, backdoors and time bombs), malware (including as a result of advanced persistent threat intrusions), volumetric or application-level denial-of-service attacks, credential stuffing attacks, credential harvesting, personnel misconduct or error, ransomware attacks, supply-chain attacks, software bugs, server malfunctions, misconfiguration, software or hardware failures, access deprovisioning failures, loss of data or other information technology assets, attacks enhanced or facilitated by AI and other similar threats. In particular, ransomware attacks, including by organized criminal threat actors, nation-states, and nation-state-supported actors, are prevalent and severe and can lead to significant interruptions in our operations, loss of data and income, reputational harm, and diversion of funds. Extortion payments may alleviate the negative impact of a ransomware attack, but we may be unwilling or unable to make such payments due to, for example, applicable laws or regulations prohibiting such payments. Adware, telecommunications failures, earthquakes, fires, floods, adverse weather events, and man-made disasters may also impact the availability of our systems and operations. Additionally, our customers have in the past conducted, and may continue to conduct in the future, their own penetration testing on our systems, potentially uncovering issues or vulnerabilities. The discovery of vulnerabilities in our systems by customers could result in adverse consequences, including contractual penalties, customer churn and reputational damage.

Furthermore, our services are important to the internal processes of many of our customers worldwide and, as a result, if our products are compromised, a significant number or, in some instances, all of our customers and their data could be simultaneously affected, which could cause serious disruption and harm. The potential liability and associated consequences we could suffer as a result could be significant.

Our remote workforce poses increased risks to our information technology systems and data, as more of our employees utilize network connections, computers, and devices outside our premises or network, including while working from home, while in transit, and in public locations. Future or past business transactions (such as acquisitions or integrations) could expose us to additional cybersecurity risks and vulnerabilities, as our systems could be negatively affected by vulnerabilities present in acquired or integrated entities' systems and technologies. We may also discover security issues that were not identified during due diligence of such acquired or integrated entities, and it may be difficult to integrate other companies into our information technology environment and security program.

We rely upon third parties and third-party technologies to operate critical business systems to process confidential information in a variety of contexts, including, without limitation, third-party providers of cloud-based infrastructure, encryption and authentication technology, employee email, content delivery to customers, and other functions. While we require the third parties with whom we

work to process confidential information on our behalf to meet certain security requirements and give contractual commitments to us regarding their data processing activities, our ability to monitor these third parties' information security practices is limited, and despite such assurance and commitments, these third parties may not have, or may not continue to have, adequate information security measures in place. If the third parties with whom we work experience a security incident or other interruption, we could experience adverse consequences. While we may be entitled to damages if these third parties fail to satisfy their privacy or security-related obligations to us, any award may be insufficient to cover our damages or protect our reputation, or we may be unable to recover any such awarded damages. Moreover, supply-chain attacks have increased in frequency and severity, and we cannot guarantee that third parties and infrastructure in our supply chain or in the third parties' with whom we work supply chains have not been compromised or that they do not contain exploitable vulnerabilities, defects or bugs that could result in a breach of or disruption to our information technology systems (including our products and services) or the third-party information technology systems that support us and our services.

Additionally, the reliability and continuous availability of our platform and services is critical to our success. We take steps designed to detect, mitigate, and remediate vulnerabilities in our information systems (such as our hardware, software, and products, and those of the third parties with whom we work). However, our information systems may contain errors, defects, security vulnerabilities, or software bugs that are difficult to detect and correct, and some of these may pose a significant risk to our business and ability to provide our products and services, particularly when such vulnerabilities are first introduced or when new versions or enhancements of our platform are released. We have not always been able in the past and may be unable in the future to detect and remediate all such vulnerabilities in our information systems including on a timely basis, and sometimes customer permission to remediate certain vulnerabilities may be required, which could result in further delays in timely remediation. Despite our efforts to identify and remediate vulnerabilities and related unauthorized access in our information technology systems (including our products), our efforts may not be successful. Further, in some cases, these vulnerabilities may require immediate attention, but we may still experience delays in developing and deploying remedial measures designed to address any such vulnerabilities. Even if we have issued or otherwise made patches or information for vulnerabilities in our information systems, our customers may be unwilling or unable to deploy such patches and use such information effectively and in a timely manner. Vulnerabilities could be exploited and result in a security incident.

Certain of the previously identified or similar threats have in the past and may in the future cause a security incident or other interruption that could result in unauthorized, unlawful, or accidental acquisition, modification, destruction, loss, alteration, encryption, disclosure of, or access to our confidential information. A security incident or other interruption could disrupt our ability (and that of third parties with whom we work) to provide our Unified-CXM platform and our services, lead to the termination of our contracts by our customers and/or vendors and monetary penalties based on our agreements with said customers and/or vendors. We may expend significant resources or modify our business activities to try to remediate and protect against security incidents. While we have implemented security measures designed to protect against security incidents, there can be no assurance that these measures will be effective. We have in the past and may in the future be subject to attempted or successful cybersecurity attacks by third parties seeking unauthorized access to our or our customers' confidential information or to disrupt our ability to provide our Unified-CXM platform.

Our data privacy and security obligations under certain applicable laws and our customer agreements require us to implement and maintain specific security measures, industry-standard or reasonable security measures to protect our information technology systems and confidential information. At times, we may fail, or be perceived to have failed, in implementing these privacy and security obligations. Such actual or perceived non-compliance by us or the third parties with whom we work could result in adverse consequences. In addition, we operate our products for the benefit of our customers who have documented responsibilities to maintain certain security controls, such as provisioning and deprovisioning users, in their respective environments without oversight or control by us. Our customers are responsible for using, configuring and otherwise implementing security measures related to our platform, services and products in a manner that meets applicable cybersecurity standards, complies with laws, and addresses their information security risk. In certain cases, our customers may reject, weaken or incorrectly configure security controls provided by us to maintain the security of their environments, resulting in a loss of confidentiality or integrity of such customer's data or processes. Such an event also may result in a compromise to our information technology systems or a security incident, or public disclosures and negative publicity for us and such customer, which may have a negative impact on our ability to achieve our corporate goals and could adversely affect our business, reputation, results of operations and financial condition. Such an event may also result in a compromise to our information technology systems or a security incident.

Applicable data privacy and security obligations, both legally and contractually, may require us, or we may choose, to notify relevant stakeholders, including affected individuals, customers, regulators, and investors, of security incidents, or to take other actions, such as providing credit monitoring and identity theft protection services. Such notifications are costly, and the notifications or the failure to comply with such requirements could lead to adverse consequences, including breach of contract or applicable legislation. If we (or a third party with whom we work) experience a security incident or are perceived to have experienced a security incident, we may experience adverse consequences. These consequences may include: government enforcement actions (for example, investigations, fines, penalties, audits, and inspections); regulatory investigations or requests for information; additional reporting requirements and/

or oversight; restrictions on processing confidential information (including personal data); litigation (including class claims); indemnification obligations; negative publicity; reputational harm; monetary fund diversions; interruptions in our operations (including availability of data); financial loss; and other similar harms. Security incidents and attendant consequences may prevent or cause customers to stop using our Unified-CXM platform, deter new customers from using our Unified-CXM platform, and negatively impact our ability to grow and operate our business. Additionally, we may make statements that describe our efforts to respond to, mitigate and/or remediate security incidents. Although we endeavor to be as accurate as possible in our statements, we may at times fail to do so or be alleged to have failed to do so. Our statements related to our response to security incidents can subject us to potential government or legal action if they are found to be deceptive, misleading, or misrepresentative of our actual practices. Should any of these statements prove to be untrue or be perceived as untrue, we may face litigation, disputes, claims, investigations, inquiries or other proceedings including, without limitation, by the U.S. Federal Trade Commission and federal, state and foreign regulators, which could adversely affect our business, reputation, results of operations and financial condition.

Our contracts may not contain limitations of liability, and even where they do, there can be no assurance that limitations of liability in our contracts are sufficient to protect us from liabilities, damages, or claims related to our data privacy and security obligations.

We cannot be sure that our insurance coverage will be adequate or sufficient to protect us from or to mitigate liabilities arising out of our privacy and security practices, that such coverage will continue to be available on commercially reasonable terms or at all, or that such coverage will pay future claims.

In addition to experiencing a security incident, third parties may gather, collect, or infer sensitive information about us from public sources, data brokers, or other means that reveals competitively sensitive details about our organization and could be used to undermine our competitive advantage or market position.

Risks Related to Tax and Accounting Matters

Our results of operations may be harmed if we are required to collect sales, value-added, goods and services or other similar taxes for subscriptions to our products and services in jurisdictions in which we have not historically done so.

Sales tax, value-added tax ("VAT"), goods and services tax ("GST"), and other similar transaction tax laws and rates differ greatly by jurisdiction and are subject to varying interpretations that may change over time. The application of these tax laws to services provided electronically is evolving. In particular, the applicability of sales taxes to our products and services in various jurisdictions is unclear.

Furthermore, an increasing number of states have considered or adopted laws that attempt to impose tax collection obligations on out-of-state companies. The Supreme Court of the United States ruled in South Dakota v. Wayfair, Inc. et al ("Wayfair"), that online sellers can be required to collect sales and use tax despite not having a physical presence in the buyer's state or "economic nexus." In response to Wayfair, or for other reasons, states or local governments have adopted and begun to enforce, and other states or local governments may adopt, or begin to enforce, laws requiring us to calculate, collect, and remit taxes on sales in their jurisdictions. Similarly, many non-U.S. jurisdictions have considered or adopted laws that impose VAT, digital service, or similar taxes, on companies despite not having a physical presence in the non-U.S. jurisdiction.

We collect sales tax, VAT or similar transaction taxes in a number of jurisdictions. It is possible, however, that we could face sales tax, VAT, GST or similar tax audits and that our liability for these taxes could exceed our estimates if state, local, and non-U.S. tax authorities assert that we are obligated to collect additional tax amounts from our customers and remit those taxes to those authorities. We also could be subject to audits in state, local and non-U.S. jurisdictions for which we have not accrued tax liabilities. A successful assertion by one or more states, localities or non-U.S. jurisdictions requiring us to collect taxes where we presently do not do so, or to collect more taxes in a jurisdiction in which we currently do collect some taxes, could result in substantial tax liabilities, including taxes on past sales, as well as penalties and interest. Such tax assessments, penalties, and interest, or future requirements may adversely affect our results of operations.

Our international operations subject us to potentially adverse tax consequences.

We generally conduct our international operations through subsidiaries and are subject to income taxes as well as non-income-based taxes, such as payroll, value-added, goods and services and other local taxes in various jurisdictions. Our domestic and international tax liabilities are subject to rules regarding the calculation of taxable income in various jurisdictions worldwide based upon our business operations in those jurisdictions. Our intercompany relationships are subject to complex transfer pricing regulations administered by taxing authorities in various jurisdictions. The relevant taxing authorities may disagree with our determinations as to the value of assets sold or acquired or the income and expenses attributable to specific jurisdictions. If such a disagreement were to occur and our position were not sustained, we could be required to pay additional taxes, interest and penalties, which could result in one-time tax charges, higher effective tax rates, reduced cash flows and lower overall profitability of our operations.

Changes in, or interpretations of, tax rules and regulations may adversely affect our effective tax rates.

Changes in tax law (including tax rates) could affect our future results of operations. Due to the expansion of our international business activity, any such changes could increase our worldwide effective tax rate and adversely affect our business, results of

operations and financial condition. For example, recent legislation in the United States, commonly referred to as the Inflation Reduction Act, enacts a minimum tax equal to 15 percent of the adjusted financial statement income of certain large U.S. corporations, as well as a one percent excise tax on stock repurchases imposed on public corporations making such repurchases. It is possible that the Inflation Reduction Act could increase our tax liability. The current or future U.S. presidential administration could propose or enact changes to U.S. tax laws that we cannot currently predict and that could materially affect our business, results of operations and financial condition. Additionally, the Organization for Economic Co-operation and Development ("OECD") has released guidance covering various topics, including transfer pricing, country-by-country reporting and definitional changes to permanent establishment that could ultimately impact our tax liabilities as countries adopt the OECD's guidance. The OECD Pillar 2 guidelines address the increasing digitalization of the global economy and re-allocating taxing rights among countries. The European Union and many other member states have committed to adopting Pillar 2, which calls for a global minimum tax of 15% to be effective for tax years beginning in 2024. The OECD guidelines published to date include transition and safe harbor rules around the implementation of the Pillar 2 global minimum tax. We are monitoring developments and evaluating the impacts these new rules will have on our tax rate, including eligibility to qualify for these safe harbor rules.

We are subject to tax examinations of our tax returns by the Internal Revenue Service (the "IRS"), and other domestic and foreign tax authorities. An adverse outcome of any such audit or examination by the IRS or other tax authority could have a material adverse effect on our results of operations and financial condition.

We are, and expect to continue to be, subject to audit by the IRS and other tax authorities in various domestic and foreign jurisdictions. As a result, we have received, and may in the future receive, assessments in multiple jurisdictions on various tax-related matters. Taxing authorities also have challenged, and may in the future challenge, our tax positions and methodologies on various matters. We regularly assess the likelihood of adverse outcomes resulting from ongoing tax examinations to determine the adequacy of our provision for income taxes. These assessments can require considerable estimates and judgments. The calculation of our tax liabilities involves uncertainties in the application of complex tax laws and regulations in a variety of jurisdictions. There can be no assurance that our tax positions and methodologies are accurate or that the outcomes of ongoing and future tax examinations will not have an adverse effect on our results of operations and financial condition.

Our ability to use our net operating losses and other tax assets to offset future taxable income or tax liability could be subject to certain limitations.

We have U.S. federal and state net operating loss ("NOL") carryforwards as a result of prior period losses, some of which, if not utilized, may expire. Certain of our federal NOLs will begin to expire in fiscal year 2032 and our state NOLs began to expire in fiscal year 2023. If these net operating loss carryforwards expire unused, they will be unavailable to offset future income tax liabilities, which could adversely affect our potential profitability. U.S. federal NOLs incurred in taxable years beginning after December 31, 2017 may be carried forward indefinitely, but such federal NOL carryforwards are permitted to be used in any taxable year to offset only up to 80% of taxable income in such year. U.S. federal NOLs incurred in taxable years beginning after December 31, 2017 generally are not permitted to be carried back to prior taxable years.

In addition, under Section 382 of the Internal Revenue Code of 1986, as amended (the "Code"), our ability to utilize net operating loss carryforwards in any taxable year may be limited if we experience an "ownership change." An "ownership change" generally occurs if one or more stockholders or groups of stockholders who own at least 5% of our stock increase their ownership by more than 50 percentage points over their lowest ownership percentage within a rolling three-year period. Similar rules may apply under state tax laws.

Future issuances of our stock could cause an "ownership change." It is possible that any future ownership change could have a material effect on the use of our net operating loss carryforwards, which could adversely affect our profitability. In addition, at the state level, there may be periods during which the use of NOLs is suspended or otherwise limited which could accelerate or permanently increase state taxes owed.

Risks Related to Being a Public Company, Ownership of Our Class A Common Stock and Other General Risks

Our stock price may be volatile, and the value of our Class A common stock may decline.

The market price of our Class A common stock may fluctuate or decline substantially depending on a number of factors, including those described in this "Risk Factors" section, many of which are beyond our control and may not be related to our operating performance, including:

- price and volume fluctuations in the overall stock market from time to time, including as a result of any future share repurchase program implemented by the company;
- announcements of new products, solutions or technologies, commercial relationships, acquisitions or other events by us or our competitors;
- changes in how enterprises perceive the benefits of our Unified-CXM platform and products;

- departures of key personnel;
- the public's reaction to our press releases, other public announcements and filings with the SEC;
- fluctuations in the trading volume of our shares or the size of our public float;
- sales of large blocks of our common stock;
- market manipulation, including coordinated buying or selling activities;
- actual or anticipated changes or fluctuations in our results of operations;
- whether our results of operations meet the expectations of securities analysts or investors;
- changes in actual or future expectations of investors or securities analysts;
- actual or perceived significant data breach involving our Unified-CXM platform;
- our involvement in any litigation, including class action lawsuits;
- governmental or regulatory actions or audits;
- regulatory or political developments in the United States, foreign countries or both, including potential implications from the recent elections in the United States;
- general economic, political and market conditions and overall fluctuations in the financial markets in the United States and abroad, including as a result of public health crises or geographical tensions and wars, such as the Russia-Ukraine war and the Israel-Hamas war (including any escalation or geopolitical expansion of these conflicts); and
- "flash crashes," "freeze flashes" or other glitches that disrupt trading on the securities exchange on which we are listed.

The market for technology stocks and the stock market in general have recently experienced significant price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies, including our own. These fluctuations have often been unrelated or disproportionate to the operating performance of these companies. Broad market and industry fluctuations, as well as general economic, political, regulatory and market conditions, may continue to negatively impact investor confidence and the market price of equity securities, including our Class A common stock.

The dual class structure of our common stock as contained in our amended and restated certificate of incorporation has the effect of concentrating voting control with our executive officers and directors and their affiliates, limiting your ability to influence corporate matters.

Our Class B common stock has ten votes per share, and our Class A common stock has one vote per share. The holders of our Class B common stock as of January 31, 2025 beneficially held approximately 45.5% of our outstanding capital stock, but controlled approximately 89.3% of the voting power of our outstanding capital stock. Therefore, the holders of Class B common stock have control over our management and affairs and over all matters requiring stockholder approval, including election of directors and significant corporate transactions, such as a merger or other sale of us or our assets, for the foreseeable future.

In addition, the holders of Class B common stock collectively will continue to be able to control all matters submitted to our stockholders for approval even if their stock holdings represent less than a majority of the outstanding shares of our common stock. This concentrated control will limit your ability to influence corporate matters for the foreseeable future, and, as a result, the market price of our Class A common stock could be adversely affected.

Our directors, executive officers and their respective affiliates are able to exert significant control over us, which limits your ability to influence the outcome of important transactions, including a change of control.

As of January 31, 2025, our directors, executive officers and their respective affiliates beneficially owned, in the aggregate, approximately 98.3% of our Class B common stock, and controlled approximately 89.7% of the voting power of our outstanding capital stock. As a result, our directors, executive officers and their respective affiliates, if acting together, are able to determine or significantly influence all matters requiring stockholder approval, including the elections of directors, amendments of our organizational documents and approval of any merger, sale of assets or other major corporate transaction.

These stockholders may have interests that differ from yours and may vote in a way with which you disagree, and which may be adverse to your interests. This concentration of ownership will limit the ability of other stockholders to influence corporate matters and may cause us to make strategic decisions that could involve risk to holders of our Class A common stock or that may not be aligned to the interest of holders of our Class A common stock, including decisions to delay, prevent or discourage acquisition proposals or other offers for our capital stock that you may feel are in your best interest as a stockholder and ultimately could deprive you of an opportunity to receive a premium for your Class A common stock as part of a sale of our company, which in turn might adversely affect the market price of our common stock.

If we fail to maintain an effective system of disclosure controls and internal control over financial reporting, our ability to produce timely and accurate financial statements or comply with applicable regulations could be impaired.

As a public company, we are subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act, and the listing standards of the New York Stock Exchange. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. We have expended, and anticipate that we will continue to expend, significant resources in order to maintain and improve the effectiveness of our disclosure controls and procedures and internal control over financial reporting. In addition, pursuant to Section 404 of the Sarbanes Oxley-Act, we are required to perform system and process evaluation and testing of our internal control over financial reporting to allow our management to furnish a report on, among other things, the effectiveness of our internal control over financial reporting, and we are also required to have our independent registered public accounting firm issue an opinion on the effectiveness of our internal control over financial reporting on an annual basis.

Our current controls and any new controls that we develop may become inadequate because of changes in the conditions in our business, including increased complexity resulting from our international expansion. Further, weaknesses in our disclosure controls or our internal control over financial reporting have been and may be discovered in the future. Any failure to develop or maintain effective controls, or any difficulties encountered in their implementation or improvement, could harm our results of operations or cause us to fail to meet our reporting obligations and may result in a restatement of our financial statements for prior periods. Any failure to implement and maintain effective internal control over financial reporting also could adversely affect the results of periodic management evaluations and annual independent registered public accounting firm attestation reports regarding the effectiveness of our internal control over financial reporting that we will eventually be required to include in our periodic reports that will be filed with the SEC. Ineffective disclosure controls and procedures and internal control over financial reporting also could cause investors to lose confidence in our reported financial and other information, which would likely adversely affect the market price of our Class A common stock. In addition, if we are unable to continue to meet these requirements, we may not be able to remain listed on the New York Stock Exchange.

If we are unable to assert that our internal control over financial reporting is effective, or if our independent registered public accounting firm is unable to express an opinion on the effectiveness of our internal control over financial reporting, investors could lose confidence in the reliability of our financial statements, the market price of our common shares could decline and we could be subject to sanctions or investigations by the New York Stock Exchange, the SEC or other regulatory authorities. Any failure to maintain effective disclosure controls and internal control over financial reporting could have an adverse effect on our business, results of operations and financial condition and could cause a decline in the market price of our Class A common stock.

Unstable market and economic conditions and catastrophic events may have serious adverse consequences on our business, financial condition and share price.

Our business depends to a significant extent on the overall demand for enterprise cloud software products and on the economic health of our current and prospective customers. The global economy, including credit and financial markets, has experienced extreme volatility and disruptions, including severely diminished liquidity and credit availability, declines in consumer confidence, declines in economic growth, increases in unemployment rates, fluctuations in inflation and interest rates, disruptions in access to bank deposits or lending commitments due to bank failures and uncertainty about economic stability.

The Russia-Ukraine war has also added to, and the Israel-Hamas war and related regional tensions may add to, the extreme volatility in the global capital markets and is expected to have further global economic consequences, including disruptions of the global supply chain and energy markets. In addition, fluctuations in inflation and other macroeconomic pressures in the U.S. and the global economy could exacerbate extreme volatility in the global capital markets and heighten unstable market conditions. Any such volatility and disruptions may have adverse consequences on us or the third parties on whom we rely. If the equity and credit markets continue to deteriorate, including as a result of bank closures, public health crises, or political unrest, war or a global or domestic recession or the fear thereof, it may make any necessary debt or equity financing more difficult to obtain in a timely manner or on favorable terms, more costly or more dilutive.

Increased inflation rates can adversely affect us by increasing our costs, including labor and employee benefit costs. In addition, higher inflation also could increase our customers' operating costs, which could result in reduced marketing budgets for our customers and potentially less demand for our platform. Any significant increases in inflation and related increase in interest rates could have a material adverse effect on our business, results of operations and financial condition. To the extent that these weak economic conditions cause our existing customers or potential customers to reduce their budget for Unified-CXM solutions or to perceive spending on such systems as discretionary, demand for our Unified-CXM platform may be adversely affected. Moreover, general economic weakness may lead to longer collection cycles for payments due from our customers, an increase in customer bad debt and restructuring initiatives and associated expenses, and customers and potential customers may require financial concessions, all of which would limit our ability to grow our business and adversely affect our business, results of operations and financial condition.

In the event of a catastrophic event, including a natural disaster such as an earthquake, hurricane, fire, flood, tsunami or tornado, or other catastrophic event such as power loss, market manipulation, civil unrest, supply chain disruptions, armed conflict, computer or telecommunications failure, cybersecurity issues, human error, improper operation, unauthorized entry, break-ins, sabotage, intentional acts of vandalism and similar misconduct, war, terrorist attack or incident of mass violence in any geography where our operations or data centers are located or where certain other systems and applications that we rely on are hosted, we may be unable to continue our operations and may endure significant system degradations, disruptions, destruction of critical assets, reputational harm, delays in our application development, breaches of data security and loss of critical data, all of which could have an adverse effect on our future results of operations. We also rely on our employees and key personnel to meet the demands of our customers and run our day-to-day operations. In the event of a catastrophic event, the functionality of our employees could be negatively impacted, which could have an adverse effect on our business, financial condition and results of operations. In addition, natural disasters, cybersecurity attacks, market manipulations, supply chain disruptions, acts of terrorism or other catastrophic events could cause disruptions in our or our customers' businesses, national economies or the world economy as a whole.

Delaware law and provisions in our amended and restated certificate of incorporation and amended and restated bylaws could make a merger, tender offer or proxy contest difficult, thereby depressing the market price of our Class A common stock.

Our status as a Delaware corporation and the anti-takeover provisions of the Delaware General Corporation Law may discourage, delay or prevent a change in control by prohibiting us from engaging in a business combination with an interested stockholder for a period of three years after the date of the transaction in which the person became an interested stockholder, even if a change of control would be beneficial to our existing stockholders. In addition, our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that may make the acquisition of our company more difficult, including the following:

- vacancies on our board of directors may be filled only by our board of directors and not by stockholders;
- our board of directors is classified into three classes of directors with staggered three-year terms;
- our stockholders may only take action at a meeting of stockholders and may not take action by written consent for any matter;
- a special meeting of our stockholders may only be called by a majority of our board of directors, the chairperson of our board of directors or our Chief Executive Officer;
- advance notice procedures apply for stockholders to nominate candidates for election as directors or to bring matters before an annual meeting of stockholders;
- our amended and restated certificate of incorporation does not provide for cumulative voting;
- our amended and restated certificate of incorporation will allow stockholders to remove directors only for cause;
- certain amendments to our amended and restated certificate of incorporation will require the approval of the holders of at least 66 2⁄3% of our then-outstanding common stock;
- authorize undesignated preferred stock, the terms of which may be established and shares of which may be issued by our board of directors, without further action by our stockholders; and
- certain litigation against us can only be brought in Delaware.

These provisions, alone or together, could discourage, delay or prevent a transaction involving a change in control of our company. These provisions also could discourage proxy contests and make it more difficult for stockholders to elect directors of their choosing and to cause us to take other corporate actions they desire, any of which, under certain circumstances, could limit the opportunity for our stockholders to receive a premium for their shares of our capital stock, and also could affect the price that some investors are willing to pay for our Class A common stock.

Our charter documents designate a state or federal court located within the State of Delaware as the exclusive forum for substantially all disputes between us and our stockholders, and also provide that the federal district courts are the exclusive forum for claims under the Securities Act, which could limit our stockholders' ability to choose the judicial forum for disputes with us or our directors, officers or employees.

Our amended and restated bylaws provide that, unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the sole and exclusive forum for the following types of actions and proceedings under Delaware statutory or common law: (i) any derivative action or proceeding brought on our behalf; (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders; (iii) any action arising pursuant to any provision of the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws or (iv) any other action asserting a claim that is governed by the internal affairs doctrine shall be the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware), in all cases subject to the court having jurisdiction over indispensable parties named as defendants. This exclusive forum

provision will not apply to any causes of action arising under the Securities Act or the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction.

In addition, our amended and restated certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. This provision is intended to benefit and may be enforced by us, our officers and directors, the underwriters to any offering giving rise to such complaint, and any other professional entity whose profession gives authority to a statement made by that person or entity and who has prepared or certified any part of the documents underlying the offering. Any person or entity purchasing or otherwise acquiring any interest in any of our securities shall be deemed to have notice of and consented to this provision. This exclusive-forum provision may limit a stockholder's ability to bring a claim in a judicial forum of its choosing for disputes with us or our directors, officers or other employees, which may discourage lawsuits against us and our directors, officers and other employees.

If a court were to find the exclusive-forum provision in our charter documents to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could harm our results of operations.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Risk management and strategy

We have implemented and maintain various information security processes designed to identify, assess and manage material risksfrom cybersecurity threats to our critical computer networks, third-party hosted services, communications systems, hardware and software, and our critical data, including intellectual property, confidential information that is proprietary, strategic or competitive in nature, and customer data ("Information Systems and Data").

Our information security and enterprise risk management function, led by the roles of Chief Information Security Officer ("CISO") and Chief Compliance Officer ("CCO"), helps identify, assess and manage the Company's cybersecurity threats and risks, including through the use of the Company's information security risk register. The information security function helps to identify, assess, and mitigate risks from cybersecurity threats by monitoring and evaluating the relevant threat environment and the Company's security risk posture using various methods including, for example deploying manual and automated tools in certain environments and systems, subscribing to reports and services that identify certain cybersecurity threats, analyzing reports of certain cybersecurity threats and actors, conducting manual and automated scans of certain environments, evaluating our industry's risk profile, evaluating certain threats reported to us, coordinating with law enforcement concerning certain threats, conducting internal audits and threat assessments in certain environments and systems, conducting vulnerability assessments in certain environments and systems, and engaging third parties to assist with tabletop incident response exercises.

Depending on the results of the assessments and the sensitivity of the respective environments and systems, we implement and maintain various technical, physical, and organizational measures, processes, standards and policies designed to manage and mitigate material risks from cybersecurity threats to our Information Systems and Data, including, for example, incident response plan, vulnerability management standard, disaster recovery and business continuity plans, risk assessments, encryption of certain data, segregation of certain data, network security and access controls in certain environments, asset management, systems monitoring in certain systems, vendor risk management program, employee training, penetration testing, and cybersecurity insurance.

Our assessment and management of material risks from cybersecurity threats are integrated into our overall risk management processes. Cybersecurity risk is identified in our risk register, and our information security function works with management to prioritize our risk management processes and mitigate cybersecurity threats that are more likely to lead to a material impact to our business.

We use third-party service providers to assist us from time to time to identify, assess, and manage material risks from cybersecurity threats, including, for example professional services firms (including legal counsel), cybersecurity management consultants, cybersecurity software providers, penetration testing firms, and forensic investigators. We also use third-party service providers to perform a variety of functions throughout our business, such as application providers, hosting companies, and supply chain resources. We have a vendor management standard and underlying processes to manage cybersecurity risks associated with our use of these providers. The processes include risk assessments, security documentation reviews, and review of security questionnaires for certain vendors and security audits of certain vendors. Depending on the nature of the services provided, the sensitivity of the Information Systems and Data at issue, and the identity of the provider, our vendor management process may involve different levels of assessment

designed to help identify cybersecurity risks associated with a provider and impose contractual obligations related to cybersecurity on the provider.

For a description of the risks from cybersecurity threats that may materially affect us and how they may do so, see our risk factors under "Part I. Item 1A. Risk Factors" in this Form 10-K, including *"If we or the third parties upon which we rely experience a cybersecurity breach or other security incident, any vulnerabilities are identified, or unauthorized parties otherwise obtain access to our customers' data, our data or our Unified-CXM platform, our Unified-CXM platform may be perceived as not being secure, our reputation may be harmed, demand for our Unified-CXM platform may be reduced and we may incur significant liabilities."*

Governance

Our board of directors addresses our cybersecurity risk management as part of its general oversight function.The board of directors' audit committee is responsible for overseeing our cybersecurity risk management processes, including oversight of mitigation of risks from cybersecurity threats.

Our cybersecurity risk assessment and management processes are implemented and maintained by certain roles within our management, including the roles of CISO, CCO and General Counsel ("GC"). The CISO role reports to our GC and is the role with the primary responsibility for our cybersecurity risk assessment and management processes. Our VP, Product Security, who reports to our GC and also supports the management team's cybersecurity risk assessment and management processes, has twenty years of cyber experience, as well as in product security, program development and software development. Additionally, as part of our governance of cybersecurity, if a role on the management team relevant to our cybersecurity risk assessment and management processes is or becomes vacant, another senior member of the applicable functional team is designated to support our cybersecurity risk assessment and management processes on an interim basis, as needed.

The CISO role is responsible for hiring appropriate personnel, managing the security budget, helping to integrate cybersecurity risk considerations into our overall risk management strategy, communicating key priorities to relevant personnel, providing security and security-related risk guidance to leadership relating to product management, development, and operations, helping prepare for cybersecurity incidents, approving cybersecurity processes, and reviewing security assessments and other security-related reports.

Our incident response and crisis communications plans are designed to escalate certain cybersecurity incidents to members of the crisis management team depending on the circumstances, which includes the following roles: CISO, CCO, GC, and the corporate communications team and executive leadership as needed. This group works with our incident response team to help triage, contain, remediate, and recover from cybersecurity incidents of which they are notified. In addition, our incident response and crisis management plans include reporting to the audit committee of the board of directors for certain cybersecurity incidents.

The audit committee receives periodic reports from management concerning any significant cybersecurity threats and risks and the processes we have implemented to address them. The audit committee also has access to various reports, summaries or presentations related to cybersecurity threats, risk and mitigation.

Item 2. Properties

Our principal executive offices are located in New York, NY, USA where we lease approximately 24,000 square feet of office space under a lease that expires in December 2034. We have one other domestic office in Austin, and international offices, including in England, France, Germany, India, Japan, Singapore, Spain, and United Arab Emirates. These offices are leased, and we do not own any real property. We believe that our current facilities are adequate to meet our current needs.

Item 3. Legal Proceedings

From time to time, we are party to litigation and subject to claims incident to the ordinary course of business. As our growth continues, we may become party to an increasing number of litigation matters and claims. The outcome of litigation and claims cannot be predicted with certainty, and the resolution of these matters could materially affect our future results of operations, cash flows, or financial position. Refer to Note 9, Commitments and Contingencies - Legal Matters, to our Consolidated Financial Statements included in "Part II, Item 8. Financial Statements" of this Form 10-K for a description of current legal proceedings.

Item 4. Mine Safety Disclosures

None.

Part II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information

Our Class A common stock has been listed on the New York Stock Exchange under the symbol "CXM" since June 23, 2021. There currently is no established public trading market for our Class B common stock, but each share of Class B common stock is convertible at any time at the option of the holder into one share of Class A common stock and is automatically converted upon sale or transfer into one share of Class A common stock.

Holders of Record

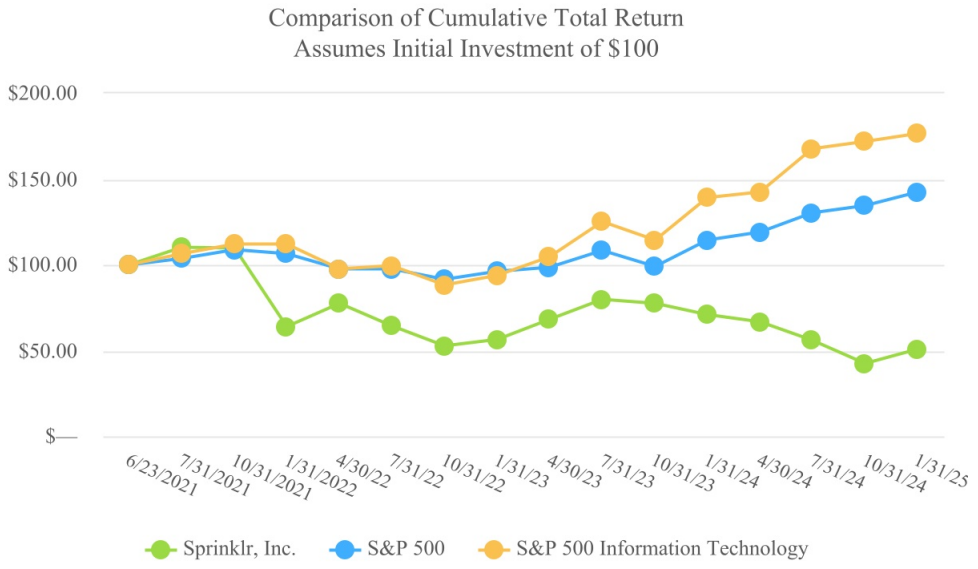
As of January 31, 2025, there were 360 and 472 stockholders of record of our Class A and Class B common stock, respectively. We believe that a substantially greater number of beneficial owners hold shares through brokers, banks and other nominees.

Dividend Policy

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all available funds and future earnings, if any, to fund the development and expansion of our business, and we do not anticipate paying any cash dividends in the foreseeable future. Any future determination regarding the declaration and payment of dividends, if any, will be at the discretion of our board of directors and will depend on then-existing conditions, including our financial condition, operating results, contractual restrictions, capital requirements, business prospects, and other factors our board of directors may deem relevant.

Stock Performance Graph

The graph below shows the cumulative total return to our stockholders between June 23, 2021 (the first day on which our Class A common stock traded on the New York Stock Exchange) through January 31, 2025 in comparison to the S&P 500 Index and the S&P 500 Information Technology Index. The graph assumes (i) that $100 was invested in each of our Class A common stock, the S&P 500 Index, and the S&P 500 Information Technology Index at their respective closing prices on June 23, 2021 and (ii) reinvestment of gross dividends. The stock price performance shown in the graph represents past performance and should not be considered an indication of future stock price performance.



The above performance graph shall not be deemed "soliciting material" or to be "filed" with the SEC for purposes of Section 18 of the Exchange Act or incorporated by reference into any of our filings under the Exchange Act or the Securities Act.

Recent Sales of Unregistered Equity Securities

None.

Issuer Purchases of Equity Securities

None.

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and related notes included elsewhere in this Form 10-K. This discussion, particularly information with respect to our future results of operations or financial condition, business strategy and plans and objectives of management for future operations, includes forward-looking statements that involve risks and uncertainties as described under the heading "Special Note Regarding Forward-Looking Statements" in this Form 10-K. You should review the disclosure under the heading "Risk Factors" in this Form 10-K for a discussion of important factors that could cause our actual results to differ materially from those anticipated in these forward-looking statements.

This section of our Form 10-K discusses our financial condition and results of operations for the fiscal years ended January 31, 2025, 2024, and 2023 and year-to-year comparisons between fiscal 2025 and fiscal 2024. Year-to-year comparisons between fiscal 2024 and fiscal 2023 that are not included in this Form 10-K can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of our Form 10-K for the fiscal year ended January 31, 2024, filed on March 29, 2024.

Overview

Sprinklr is redefining the world's ability to make every customer experience extraordinary.

We do this with our evolving enterprise software – Unified Customer Experience Management ("Unified-CXM") – that enables customer-facing teams, from Customer Service to Marketing, to collaborate across internal silos, communicate across digital channels, and leverage AI to deliver better customer experiences at scale – all on one unified, AI-based platform. Sprinklr has four main product suites: Sprinklr Social, Sprinklr Insights, Sprinklr Marketing and our newest offering, Sprinklr Service. We believe that these four suites enable the world's largest and leading brands to better reach, engage and listen to their customers on the channel of their choice. We continue to invest in the unified platform and develop new features and enhancements to each suite as our customers' needs evolve.

Our Unified-CXM platform utilizes an architecture purpose-built for managing Customer Experience Management ("CXM") data and is powered by proprietary AI, collaborative workflow, seamless automation, broad-based listening and customer-led governance to help enterprises analyze massive amounts of unstructured and structured data.

We generate revenue from the sale of subscriptions to our Unified-CXM platform and related professional services. Our platform includes products that are licensed on a per-user basis as well as products that are licensed based on different tiers of volume.

We believe that our Unified-CXM platform is highly effective for organizations of all sizes, and we have a highly diverse group of customers across a broad array of industries and geographies. We focus primarily on selling our platform to large global enterprises, as we believe that we have significant competitive advantages attracting and serving such organizations given their complex needs and the broad capabilities our platform offers.

Our customers include global enterprises across a broad array of industries and geographies, as well as marketing agencies and government departments along with non-profit and educational institutions. Our customers are located in over 80 countries, and our AI-based CXM platform recognizes over 150 languages. As of January 31, 2025, we had 1,930 customers spanning organizations of a broad range of sizes and industries, including 60% of the Fortune 100 companies, compared to 1,735 customers as of January 31, 2024. We define our large customers as customers with greater than or equal to $1.0 million in subscription revenue on a trailing 12-month basis, as of the period presented. As of January 31, 2025, we had 149 large customers compared to 126 as of January 31, 2024.

Key Business Metrics

We review a number of operating and financial metrics, including the following key metrics, to evaluate our business, measure our performance, identify trends affecting our business, formulate business plans and make strategic decisions.

RPO and cRPO

Remaining Performance Obligation ("RPO") represents contracted revenue that has not yet been recognized and includes deferred revenue and amounts that will be invoiced and recognized in future periods. Current RPO ("cRPO") represents contracted revenue that has not yet been recognized and includes deferred revenue and amounts that will be invoiced and recognized in the next 12 months. As of January 31, 2025, our RPO was $987.7 million and our cRPO was $612.5 million. As of January 31, 2024, our RPO was $966.6 million and our cRPO was $587.0 million.

Net Dollar Expansion Rate

We believe that net dollar expansion rate ("NDE") is an indicator of the value that our platform delivers to customers. We calculate NDE to measure our ability to retain and expand subscription revenue from our existing customers. NDE compares our subscription revenue from the same set of customers across comparable periods and reflects customer renewals, expansion, contraction and churn. We calculate NDE by dividing (i) subscription revenue in the trailing 12-month period from those customers who were on our platform during the most recent prior 12-month period by (ii) subscription revenue from the same customers in the preceding prior 12-month period. This calculation is net of upsells, contraction, cancellation or expansion during the period but excludes subscription revenue from new customers. Our NDE, on a trailing 12-month basis, was 103.6% and 117.7% for the 12-month periods ended January 31, 2025 and 2024, respectively. The decrease year-over-year was driven by elevated churn, exacerbated by the current macroeconomic environment.

Macroeconomic Considerations

Unfavorable conditions in the economy both in the United States and abroad may negatively affect the growth of our business and our results of operations. For example, macroeconomic events, including fluctuations in inflation and interest rates and the Russia-Ukraine and Israel-Hamas wars, have led to economic uncertainty globally. Historically, during periods of economic uncertainty and downturns, businesses may slow spending on information technology, which may impact our business and our customers' businesses. While we have experienced growing inflationary pressures on the cost of wages, rent and data, the net result of inflationary impacts and our efforts to mitigate these impacts have not been material to us during the periods included in this report. In addition, general economic weakness may lead to longer collection cycles for payments due from our customers and an increase in customer provision for credit losses, as well as restructuring initiatives and associated expenses, and customers and potential customers may require extended financial concessions, which could result in adjustments to revenue recognition.

The effect of macroeconomic conditions may not be fully reflected in our results of operations until future periods. If, however, economic uncertainty increases or the global economy worsens, our business, financial condition and results of operations may be harmed. For further discussion of the potential impacts of macroeconomic events on our business, financial condition, and operating results, see the section titled "Risk Factors" included in Part I, Item 1A of this Form 10-K.

Components of Results of Operations

Revenue

We generate revenue from the sale of subscriptions to our Unified-CXM cloud-based software platform and related professional services.

Subscription revenue consists primarily of fees from customers accessing our proprietary Unified-CXM platform, as well as related support services. Subscription revenue is generally recognized ratably over the related contract term beginning on the commencement date of each contract, which is generally the date our service is made available to customers. Our subscriptions typically have a term of one to three years. Historically, we have experienced seasonality in our sales cycle, as a large percentage of our customers make their purchases in the fourth quarter of a given fiscal year and pay us in the first quarter of the subsequent year. This seasonality may be reflected to a much lesser extent, and sometimes may not be immediately apparent, in our revenue, due to the fact that we recognize subscription revenue over the term of the applicable subscription agreement.

Professional services revenue consists of fees associated with providing services that assist our customers with the configuration and optimization of our Unified-CXM software. These fees also include managed services fees where our consultants work as part of our customers' teams to help leverage the subscription services to execute on their customer experience management goals and enablement services, which consist of initial design, configuration and education services.

Costs of Revenue

Costs of Subscription Revenue

Costs of subscription revenue consists primarily of costs to host our software platform, data costs, including cost of third-party data utilized in our platform, personnel-related expenses for our subscription and support operations personnel, including salaries, benefits, bonuses and stock-based compensation, professional fees, software costs, travel expenses, the amortization of our capitalized internal-use software and allocated overhead expenses, including facilities costs for our subscription and support operations. We expect that costs of subscription revenue will increase in absolute dollars as we expand our customer base and make continued investments in our cloud infrastructure and support organization.

Costs of Professional Services Revenue

Costs of professional services revenue consists primarily of personnel-related expenses for our professional services personnel. including salaries, benefits, bonuses and stock-based compensation, professional fees, software costs, subcontractor costs, travel expenses and allocated overhead expenses, including facilities costs, for our professional services organization. We expect that our costs of professional services revenue will increase in absolute dollars as we continue to increase our use of partners in the delivery of implementation services and expand our customer base.

Gross Profit and Gross Margin

Gross profit is total revenue less total costs of revenue. Gross margin is gross profit expressed as a percentage of total revenue. We expect that gross profit and gross margin will continue to be affected by various factors, including our pricing, our mix of revenues and the costs required to deliver those revenues.

Our gross margin on subscription revenue is significantly higher than our gross margin on professional services revenue, and as a result our gross margin may vary from period to period if our mix of revenue or costs of revenue fluctuates. In addition, because personnel-related expenses represent the largest component in costs of professional services revenue, we may experience changes in our professional services gross margin due to the timing of delivery of those services. We expect that our gross margin will decline in the near term due to higher data and hosting costs and, in the long term, will vary from period to period.

Operating Expenses

Our operating expenses consist of research and development, sales and marketing and general and administrative expenses.

Research and Development Expense

Research and development expense consists primarily of costs relating to the maintenance, continued development and enhancement of our cloud-based software platform and includes personnel-related expense for our research and development organization, including salaries, benefits, bonuses and stock-based compensation, professional fees, travel expenses and allocated overhead expenses, including facilities costs. Research and development expenses are expensed as incurred, except for internal-use software development costs that qualify for capitalization. We expect research and development expense to generally increase in absolute dollars as we continue to invest in enhancing and expanding the capabilities of our Unified-CXM platform.

Sales and Marketing Expense

Sales and marketing expense consists primarily of personnel-related expenses for our sales and marketing organization, including salaries, benefits, bonuses and stock-based compensation, professional fees, software costs, advertising, marketing, promotional and brand awareness activities, travel expenses and allocated overhead expense, including facilities costs. Sales commissions earned by our sales force are considered incremental and recoverable costs of obtaining a contract with a customer and are deferred and amortized on a straight-line basis over the expected period of benefit. In the near term, we expect sales and marketing expense to decrease as we work to right size our costs. In the long term, we expect sales and marketing expense to generally increase in absolute dollars as we continue to drive the growth of our business. We continue to optimize our sales and marketing expense and seek efficiencies in our investments.

General and Administrative Expense

General and administrative expense includes personnel-related expenses associated with administrative services, such as legal, human resources, information technology, accounting, and finance functions, as well as professional fees, software costs, travel expenses, provision for credit losses and allocated overhead expense, including facilities costs and any corporate overhead expenses not allocated to other expense categories.

We expect that our general and administrative expense will decrease in the near term as a result of cost saving initiatives and generally increase in absolute dollars in the long term as we continue to grow our business. We also anticipate that we will incur additional costs for employees and third-party consulting services, which may cause our general and administrative expense to fluctuate as a percentage of revenue from period to period.

Other Income, Net

Other income, net, consists of interest income on invested cash and cash equivalents and marketable securities, foreign currency transaction gains and losses and other expenses and gains.

Provision for Income Taxes

Provision for income taxes consists primarily of income taxes related to foreign and U.S. jurisdictions in which we conduct business. Our annual estimated effective tax rate differed from the U.S. federal statutory rate in fiscal 2025 primarily due to the valuation allowance release on our U.S. federal and state deferred tax assets.

Results of Operations

The following table sets forth our consolidated statements of operations data for the periods indicated:

	Year Ended January 31,		
(in thousands)	**2025**	**2024**	**2023**
Revenue:			
Subscription	$ 717,923	$ 668,541	$ 548,649
Professional services	78,471	63,819	69,541
Total revenue	796,394	732,360	618,190
Costs of revenue:			
Costs of subscription [(1)]	140,730	116,032	102,276
Costs of professional services [(1)]	81,348	63,369	61,449
Total costs of revenue	222,078	179,401	163,725
Gross profit	574,316	552,959	454,465
Operating expense:			
Research and development [(1)]	91,999	91,292	76,658
Sales and marketing [(1)]	321,658	321,849	336,719
General and administrative [(1)]	136,689	105,873	92,312
Total operating expense	550,346	519,014	505,689
Operating income (loss)	23,970	33,945	(51,224)
Other income, net	24,322	26,577	3,756
Income (loss) before provision for income taxes	48,292	60,522	(47,468)
(Benefit) provision for income taxes	(73,317)	9,119	8,274
Net income (loss)	$ 121,609	$ 51,403	$ (55,742)

[(1)] Includes stock-based compensation expense, net of amounts capitalized, as follows:

	Year Ended January 31,		
(in thousands)	**2025**	**2024**	**2023**
Costs of subscription	$ 1,323	$ 1,130	$ 1,528
Costs of professional services	1,387	1,450	2,249
Research and development	11,404	11,566	10,678
Sales and marketing	21,331	24,477	26,651
General and administrative	24,072	17,134	14,411
Stock-based compensation expense, net of amounts capitalized	$ 59,517	$ 55,757	$ 55,517

The following table sets forth our consolidated statements of operations data expressed as a percentage of total revenue[1]:

	Year Ended January 31,		
	2025	2024	2023
Revenue:			
Subscription	90 %	91 %	89 %
Professional services	10 %	9 %	11 %
Total revenue	100 %	100 %	100 %
Costs of revenue:			
Costs of subscription	18 %	16 %	17 %
Costs of professional services	10 %	9 %	10 %
Total costs of revenue	28 %	24 %	26 %
Operating expense:			
Research and development	12 %	12 %	12 %
Sales and marketing	40 %	44 %	54 %
General and administrative	17 %	14 %	15 %
Total operating expense	69 %	71 %	82 %
Operating income (loss)	3 %	5 %	(8)%
Other income, net	3 %	4 %	1 %
Income (loss) before provision for income taxes	6 %	8 %	(8)%
(Benefit) provision for income taxes	(9)%	1 %	1 %
Net income (loss)	15 %	7 %	(9)%

[1] Totals may not foot due to rounding.

Comparison of Fiscal Years Ended January 31, 2025 and 2024

Revenue

(in thousands)	Year Ended January 31, 2025	2024	$ Change	% Change
Subscription	$ 717,923	$ 668,541	$ 49,382	7 %
Professional services	78,471	63,819	14,652	23 %
Total revenue	$ 796,394	$ 732,360	$ 64,034	9 %

The increase in subscription revenue was primarily due to increased revenue from existing customers driven by the purchase of additional quantities of current subscription solutions and additional add-on solutions within our platform, as well as demand for our solutions from new customers. Such growth was partially offset by certain existing customers purchasing fewer quantities of current subscription solutions within our platform as well as certain customers no longer subscribing to our platform, partially driven by macroeconomic conditions.

The increase in professional services revenue was primarily due to growth in both implementations and managed services related to CCaaS delivery capabilities.

Costs of Revenue and Gross Margin

(in thousands)	Year Ended January 31, 2025	2024	$ Change	% Change
Costs of subscription revenue	$ 140,730	$ 116,032	$ 24,698	21 %
Costs of professional services revenue	81,348	63,369	17,979	28 %
Total costs of revenue	$ 222,078	$ 179,401	$ 42,677	24 %
Gross margin - subscription	*80 %*	*83 %*		
Gross margin - professional services	*(4)%*	*1 %*		

The increase in costs of subscription revenue was primarily due to (i) higher costs related to third-party cloud infrastructure necessary to meet our increased customer demand, which included a $19.8 million increase in our data and hosting costs and (ii) a $3.2 million increase in the amortization of capitalized research and development costs.

The increase in costs of professional services revenue was primarily due to(i) an $11.7 million increase in subcontractor costs as a result of higher partner delivery costs associated with increased professional services revenue and (ii) higher personnel-related costs of $5.0 million as a result of increased headcount.

Gross margin for subscription decreased by three percentage points, primarily driven by increased costs associated with third-party cloud infrastructure and dataGross margin for professional services decreased by five percentage points as we increased our investment in CCaaS delivery partners and personnel in fiscal year 2025 to support future growth in our CCaaS solution.

Research and Development Expense

(in thousands)	Year Ended January 31, 2025	2024	$ Change	% Change
Research and development	$ 91,999	$ 91,292	$ 707	1 %
% of revenue	*12 %*	*12 %*		

The increase in research and development expense was primarily due to (i)an increase in software subscription costs of $1.3 million and (ii) an increase in rent and facilities expenses of $0.5 million. These increases were partially offset by (i) a $0.8 million decrease in travel and entertainment costs and (ii) a $0.5 million decrease in other research and development costs.

Sales and Marketing Expense

	Year Ended January 31,			
(in thousands)	**2025**	**2024**	**$ Change**	**% Change**
Sales and marketing	$ 321,658	$ 321,849	$ (191)	— %
% of revenue	*40 %*	*44 %*		

Sales and marketing expense remained relatively flat during the year ended January 31, 2025 as compared to the prior-year period. However, the change included a $2.0 million decrease in severance and related costs as a result of fewer sales and marketing employees being included in the restructuring implemented during the year ended January 31, 2025 than the restructuring program implemented during the prior year, which was offset by an increase in travel and related costs of $1.9 million.

General and Administrative Expense

	Year Ended January 31,			
(in thousands)	**2025**	**2024**	**$ Change**	**% Change**
General and administrative	$ 136,689	$ 105,873	$ 30,816	29 %
% of revenue	*17 %*	*14 %*		

The increase in general and administrative expense was primarily due to (i) a $15.5 million increase in personnel-related costs driven by higher general and administrative headcount, as well as increased stock compensation expense, primarily related to new grants during fiscal year 2025, (ii) a $10.3 million increase in consulting costs primarily related to strategic projects and (iii) a $5.7 million increase in provision for credit losses due to increased reserves for certain customers that we deemed to be uncollectible accounts, as well as higher calculated loss rates applied to outstanding receivables.

Other Income, Net

	Year Ended January 31,			
(in thousands)	**2025**	**2024**	**$ Change**	**% Change**
Other income, net	$ 24,322	$ 26,577	$ (2,255)	(8) %
% of revenue	*3 %*	*4 %*		

The decrease in other income, net was primarily attributable to a $4.2 million decrease in interest income from our money market and short-term investment accounts as a result of lower average balances in these accounts, partially offset by higher average interest rates. This decrease was partially offset by a $2.0 million increase in net foreign currency gains.

(Benefit) Provision for Income Taxes

	Year Ended January 31,			
(in thousands)	**2025**	**2024**	**$ Change**	**% Change**
(Benefit) provision for income taxes	$ (73,317)	$ 9,119	$ (82,436)	(904) %
% of revenue	*(9)%*	*1 %*		

The decrease in (benefit) provision for income taxes was primarily related to the impact of an $87.1 million valuation allowance release of the Company's U.S. federal and state deferred tax assets recorded in the year ended January 31, 2025.

Non-GAAP Financial Measures

In addition to our results determined in accordance with U.S. GAAP, we believe that the following non-GAAP financial measures associated with our consolidated statements of operations are useful in evaluating our operating performance:

- Non-GAAP gross profit and non-GAAP gross margin
- Non-GAAP operating income and non-GAAP operating margin; and
- Non-GAAP net income and non-GAAP net income per share

We define these non-GAAP financial measures as the respective U.S. GAAP measures, excluding, as applicable, stock-based compensation expense and related charges, amortization of acquired intangible assets and release of U.S. federal and state valuation allowances, as well as other one-time charges and benefits, such as restructuring charges, costs associated with acquisitions, litigations and facility exit costs. We believe that it is useful to exclude these items in order to better understand the long-term performance of our core business and to facilitate comparison of our results to those of peer companies over multiple periods. In periods of net loss, we calculate non-GAAP net income per share by using non-GAAP net income divided by basic weighted average shares for the period regardless of whether we are in a non-GAAP net income or loss position and assuming that all potentially dilutive securities are anti-dilutive.

In addition, we believe that free cash flow is also a useful non-GAAP financial measure. Free cash flow is defined as net cash provided by operating activities less cash used for purchases of property and equipment and capitalized internal-use software. We believe that free cash flow is a useful indicator of liquidity as it measures our ability to generate cash, or our need to access additional sources of cash, to fund operations and investments. We expect our free cash flow to fluctuate in future periods with changes in our operating expenses and as we continue to invest in our growth. We typically experience higher billings in the fourth quarter compared to other quarters and experience higher collections of accounts receivable in the first half of the year, which results in a decrease in accounts receivable in the first half of the year.

However, non-GAAP financial measures have limitations in their usefulness to investors because they have no standardized meaning prescribed by U.S. GAAP and are not prepared under any comprehensive set of accounting rules or principles. In addition, other companies, including companies in our industry, may calculate similarly titled non-GAAP financial measures differently or may use other measures to evaluate their performance, all of which could reduce the usefulness of our non-GAAP financial measures as tools for comparison. As a result, our non-GAAP financial measures are presented for supplemental informational purposes only and should not be considered in isolation or as a substitute for our consolidated financial statements presented in accordance with U.S. GAAP.

A reconciliation is provided below for each non-GAAP financial measure to the most directly comparable financial measure stated in accordance with GAAP:

	Year Ended January 31,		
(in thousands)	**2025**	**2024**	**2023**
Non-GAAP gross profit and non-GAAP gross margin:			
U.S. GAAP gross profit	$ 574,316	$ 552,959	$ 454,465
Stock-based compensation expense and related charges [1]	2,750	2,625	3,861
Non-GAAP gross profit	$ 577,066	$ 555,584	$ 458,326
Gross margin	72 %	76 %	74 %
Non-GAAP gross margin	72 %	76 %	74 %
Non-GAAP operating income:			
U.S. GAAP operating income (loss):	$ 23,970	$ 33,945	$ (51,224)
Stock-based compensation expense and related charges [2]	60,663	57,902	56,704
Amortization of acquired intangible assets	118	200	475
Non-GAAP operating income	$ 84,751	$ 92,047	$ 5,955
Operating margin	3 %	5 %	(8)%
Non-GAAP operating margin	11 %	13 %	1 %

[1] Employer payroll tax related to stock-based compensation for the years ended January 31, 2025, 2024, and 2023 was immaterial as to the impact to gross profit.

[2] Includes $1.1 million, $2.1 million and $1.2 million of employer payroll tax related to stock-based compensation expense for the years ended January 31, 2025, 2024 and 2023, respectively.

	Year Ended January 31,								
	2025			2024			2023		
	(in thousands)	Per Share-Basic	Per Share-Diluted	(in thousands)	Per Share-Basic	Per Share-Diluted	(in thousands)	Per Share-Basic	Per Share-Diluted
Non-GAAP net income reconciliation to net income (loss)									
Net income (loss)	$ 121,609	$ 0.47	$ 0.44	$ 51,403	$ 0.19	$ 0.18	$ (55,742)	$ (0.21)	$ (0.21)
Add:									
Stock-based compensation expense and related charges	60,663	0.23	0.22	57,902	0.22	0.20	56,704	0.22	0.22
Amortization of acquired intangible assets	118	0.00	0.00	200	0.00	0.00	475	0.00	0.00
Release of U.S. federal and state valuation allowances	(87,058)	(0.33)	(0.31)	—	0.00	0.00	—	0.00	0.00
Total additions, net	(26,277)	(0.10)	(0.09)	58,102	0.22	0.20	57,179	0.22	0.22
Non-GAAP net income	$ 95,332	$ 0.37	$ 0.35	$ 109,505	$ 0.41	$ 0.38	$ 1,437	$ 0.01	$ 0.01
Weighted-average shares outstanding		260,241	274,773		269,974	287,093		259,530	259,530

	Year Ended January 31,		
(in thousands)	2025	2024	2023
Free cash flow:			
Net cash provided by operating activities	$ 77,590	$ 71,465	$ 26,660
Purchases of property and equipment	(5,802)	(8,548)	(6,091)
Capitalized internal-use software	(12,631)	(11,777)	(10,358)
Free cash flow	$ 59,157	$ 51,140	$ 10,211

Liquidity and Capital Resources

Overview

As of January 31, 2025, our principal sources of liquidity were $145.3 million of cash and cash equivalents and $338.2 million of highly liquid marketable securities. We believe that our existing cash and cash equivalents, marketable securities and cash from operations will be sufficient to meet our working capital needs, capital expenditures and financing obligations for at least the next 12 months and over the long-term. The majority of our cash is held in the United States and we do not anticipate a need to repatriate cash held outside of the United States. Further, it is our intent to indefinitely reinvest these funds outside the United States, and, therefore, we have not provided for any United States income taxes.

Cash Collateral Agreements and Restricted Cash

In April 2023, we entered into cash collateral agreements with Silicon Valley Bank in lieu of a letter of credit facility, which are associated with certain leases. Approximately $1.3 million is outstanding on these cash collateral agreements as of January 31, 2025, which we have therefore classified within restricted cash. As of January 31, 2025, $0.7 million of this restricted cash is recorded within prepaid expenses and other current assets and $0.6 million is recorded within other non-current assets on the consolidated balance sheets.

Starting in 2023, we entered into cash collateral agreements with J.P. Morgan Bank in lieu of a credit facility, through which approximately $6.9 million is outstanding as of January 31, 2025. As of January 31, 2025, $1.0 million of this restricted cash is recorded within prepaid expenses and other current assets and $5.9 million is recorded within other non-current assets on the condensed consolidated balance sheets.

Share Repurchase Program

On January 8, 2024, we entered into an approved share repurchase program (the “2024 Share Repurchase Program”), whereby we could repurchase up to $100 million of our Class A common stock. On both March 26, 2024 and June 3, 2024, our board of directors approved an additional $100 million of repurchases under the 2024 Share Repurchase Program, bringing the total amount authorized for purchase under the 2024 Share Repurchase Program to $300 million.

During the year ended January 31, 2024, we repurchased 2,400,338 shares of our Class A common stock for an aggregate cost of $29.6 million, including commissions. Additionally, we repurchased 25,460,052 shares of our Class A common stock for an aggregate cost of $271.0 million, including commissions, during year ended January 31, 2025. All of the shares repurchased have been returned to our authorized but unissued share reserve. During the second quarter of fiscal year 2025, we completed the full purchase authorization of $300 million under the 2024 Share Repurchase Program. For additional information regarding the 2024 Share Repurchase Program, see Note 10, *Stockholders' Equity,* to our Consolidated Financial Statements included in "Part II, Item 8. Financial Statements" of this Form 10-K.

Material Cash Requirements

Our expected material cash requirements consist of contractually obligated expenditures. We have agreements in place with data and service providers that require us to make certain minimum guaranteed purchase commitments through fiscal year 2030, which totaled $324.8 million as of January 31, 2025, of which $107.1 million is due within twelve months from January 31, 2025. In the normal course of business we may renew existing contracts throughout the year. In addition, we lease certain office facilities under operating lease arrangements that expire on various dates through fiscal year 2035. Refer to Note 8, *Leases*, to our Consolidated Financial Statements included in "Part II, Item 8. Financial Statements" of this Form 10-K for a discussion of our leases. There were no other significant changes in our material cash requirements during fiscal 2025.

Future Funding Requirements

Our future capital requirements will depend on many factors, including our growth rate, the expansion of our direct sales force, strategic relationships and international operations, the timing and extent of spending to support research and development efforts and the continuing market acceptance of our solutions. We historically have expanded our business in part by investing in strategic growth initiatives, including acquisitions of products, technologies and businesses. We may finance such acquisitions using cash, debt, stock or a combination of the foregoing; however, we have used cash and stock as consideration for substantially all of our historical business acquisitions. We continually examine our options with respect to terms and sources of existing and future short-term and long-term capital resources to enhance our operating results and to ensure that we retain financial flexibility, and may from time to time elect to raise capital through the issuance of additional equity or the incurrence of debt. Sales of additional equity could result in dilution to our stockholders. If we raise funds by borrowing from third parties, the terms of those financing arrangements would require us to incur interest expense and may include negative covenants or other restrictions on our business that could impair our operating flexibility. We can provide no assurance that financing will be available at all or, if available, that we would be able to obtain financing on terms favorable to us. If we are unable to raise additional capital when needed, we would be required to curtail our operating activities and capital expenditures, and our business operating results and financial condition would be adversely affected.

Cash Flows

The following table shows a summary of our cash flows for the periods indicated:

	Year Ended January 31,		
(in thousands)	**2025**	**2024**	**2023**
Net cash provided by operating activities	$ 77,590	$ 71,465	$ 26,660
Net cash provided by (used in) investing activities	$ 154,126	$ (110,570)	$ (193,494)
Net cash (used in) provided by financing activities	$ (248,158)	$ 24,086	$ 34,971

Our net income (loss) and cash flows provided by operating activities are influenced significantly by our investments in headcount to support growth and in costs of revenue to deliver our services. Non-cash charges primarily include depreciation and amortization, provision for credit losses, stock-based compensation, non-cash lease expense, deferred income taxes and amortization/accretion on marketable securities. Our largest source of operating cash is cash collections from customers using our Unified-CXM platform and related services. Our primary uses of cash from operating activities are for employee-related costs, costs to deliver our revenue and marketing expenses.

We expect our free cash flow to fluctuate in future periods with changes in our operating expenses and as we continue to invest in our growth. We typically experience higher billings in the fourth quarter compared to other quarters, primarily due to higher renewal activity, and experience higher collections of accounts receivable in the first half of the year, which results in a decrease in accounts receivable in the first half of the year.

Operating Activities

For the fiscal year 2025, cash provided by operating activities was $77.6 million, which consisted of net income of $121.6 million, adjusted for non-cash expenses of $2.5 million and $41.6 million of net cash flows used as a result of changes in operating assets and liabilities. The $41.6 millionof net cash flows used as a result of changes in our operating assets and liabilities reflected a (i) $30.0

million increase in accounts receivable due to billings outpacing collections, (ii) a $15.5 million increase in prepaid expenses and other current assets due to higher prepaid hosting and data costs, (iii) a $12.5 million decrease in accrued expenses and other current liabilities primarily due to lower bonus and commission accruals, (iv) a $9.6 million increase in other non-current assets due to higher capitalized commissions, and (v) a $7.0 million decrease in accounts payable due to timing of payments made. These decreases to cash flows from operations was partially offset by a $37.5 million increase in deferred revenue as a result of billings exceeding recognized revenue.

For the fiscal year 2024, cash provided by operating activities was $71.5 million, which consisted of net income of $51.4 million, adjusted for non-cash expenses of $65.9 million and $45.8 million net cash flows used as a result of changes in operating assets and liabilities. The $45.8 million of net cash flows used as a result of changes in operating assets and liabilities reflected (i) a $68.7 million increase in accounts receivable due to increased billings and the timing of invoices billed, (ii) a $25.6 million increase in other non-current assets driven by an increase in capitalized commissions, and (iii) an $8.0 million decrease in operating lease liabilities due to ongoing payments for leased properties. These decreases to cash flows from operations were partially offset by (i) a $49.8 million increase in deferred revenue resulting primarily from increased billings for subscriptions, (ii) an $8.7 million decrease in prepaid expenses and other current assets driven by larger prepaid contracts in the prior fiscal year and (iii) a $3.3 million increase in accounts payable largely due to an overall increase in spend and the timing of payments due.

For the fiscal year 2023, cash provided by operating activities was $26.7 million resulting from net loss of $55.7 million offset by non-cash expenses of $75.7 million and $6.7 million net cash flow provided as a result of changes in operating assets and liabilities. The $6.7 million of net cash flows provided as a result of changes in our operating assets and liabilities reflected (i) a $41.5 million increase in deferred revenue resulting primarily from increased billings for subscriptions, (ii) a $29.1 million decrease in prepaid expenses and other current assets driven by larger prepaid contracts in the prior fiscal year, (iii) a $14.5 million increase in accounts payable largely due to the timing of payments due, and (iv) a $6.7 million increase in accrued expenses and other current liabilities. These changes were partially offset by (i) a $44.8 million increase in accounts receivable due to increased billings, (ii) a $24.4 million increase in other non-current assets driven by an increase in capitalized commissions, and (iii) the $12.0 million litigation settlement paid in March 2022.

Investing Activities

For the fiscal year 2025, net cash provided by investing activities was $154.1 million and primarily consisted of $568.7 millionof sales and maturities of marketable securities, partially offset by $396.2 million of purchases of marketable securities.

For the fiscal year 2024, net cash used in investing activities was $110.6 million and primarily consisted of $604.6 million of purchases of marketable securities, partially offset by $514.4 million of sales and maturities of marketable securities.

For the fiscal year 2023, net cash used in investing activities was $193.5 million and primarily consisted of $816.7 million of purchases of marketable securities, partially offset by $639.7 million of sales and maturities of marketable securities.

Financing Activities

For the fiscal year 2025, net cash used in financing activities was $248.2 million, which consisted ofpayments for the 2024 Share Repurchase Program of $273.9 million, offset by $19.9 million of proceeds from the exercise of stock options and $5.8 million of proceeds from the purchase of stock under our 2021 Employee Stock Purchase Plan ("ESPP").

For the fiscal year 2024, net cash provided by financing activities was $24.1 million, which consisted of proceeds from the exercise of stock options of $43.3 million and proceeds from the purchase of stock under our ESPP of $7.4 million, partially offset by payments for the repurchase of Class A common shares of $26.7 million.

For the fiscal year 2023, cash provided by financing activities was $35.0 million, which consisted of proceeds from the exercise of stock options of $24.7 million and proceeds from the purchase of stock under our ESPP of $10.2 million.

Critical Accounting Estimates

Our consolidated financial statements have been prepared in accordance with U.S. GAAP. The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting periods.

Critical accounting estimates are those estimates that, in accordance with GAAP, involve a significant level of estimation uncertainty and have had or are reasonably likely to have a material impact on our consolidated financial statements. Management has determined that our most critical accounting estimates are those relating to revenue recognition and stock-based compensation expense, including historical common stock valuations and performance-based award valuations. We evaluate our estimates and assumptions on an ongoing basis using historical experience and other factors and adjust those estimates and assumptions when facts and circumstances dictate. Actual results could differ materially from those estimates and assumptions.

Our significant accounting policies are more fully described in Note 2, *Basis of Presentation and Summary of Significant Accounting Policies*, to our Consolidated Financial Statements included in "Part II, Item 8. Financial Statements" of this Form 10-K.

Revenue Recognition

At times, revenue recognition requires judgment, especially for our arrangements that include multiple performance obligations, or deliverables, such as arrangements that include promises to transfer multiple subscription services, premium support, professional services and managed services. A performance obligation is a promise in a contract with a customer to transfer products or services that are distinct. Determining whether products and services are distinct performance obligations that should be accounted for separately or combined as one unit of accounting may require judgment.

Subscription services are distinct as such offerings are often sold separately. In determining whether professional services are distinct, we consider the following factors for each professional services agreement: availability of the services from other vendors, the nature of the professional services, the timing of when the professional services contract was signed in comparison to the subscription start date and the contractual dependence of the service on the customer's satisfaction with the professional services work. To date, we have concluded that professional services included in contracts with multiple performance obligations are generally distinct.

The determination of standalone selling price ("SSP") for each distinct performance obligation requires judgement. We rarely sell our enterprise cloud software products and services as readily observable standalone sales, so we are required to estimate the SSP for each performance obligation. In the determination of the SSP, we may use information that includes contractually stated prices, size of the arrangement, list prices and other observable inputs. Based on these results, the estimated SSP is set for each distinct product or service delivered to customers. As our go-to-market strategies evolve, we may modify our pricing strategies in the future, which could result in changes to SSP.

There were no material changes in the estimates or assumptions used to recognize revenue during the year ended January 31, 2025.

Stock-Based Compensation

We measure and record the expense related to stock-based awards based upon the fair value at the date of grant. We estimate the grant date fair value of each common stock option using the Black-Scholes Merton method, which requires the input of subjective assumptions and management's best estimates. The assumptions used, including (i) fair value of the underlying common stock, (ii) expected volatility, (iii) expected term, (iv) risk-free interest rate and (v) dividend yield, and how they are estimated is detailed within Note 11, *Stock-Based Compensation*, to our Consolidated Financial Statements included in "Part II, Item 8. Financial Statements" of this Form 10-K.

Historical Common Stock Valuations

For all periods prior to the Initial Public Offering ("IPO"), the fair values of our common stock were determined by our board of directors, with input from management and taking into account our most recent valuations from an independent third-party valuation specialist. Given the absence of a public trading market for our common stock, our board of directors exercised reasonable judgment and considered a number of objective and subjective factors to determine the best estimate of the fair value of our common stock, including our stage of development; the rights, preferences and privileges of our convertible preferred stock relative to those of our common stock; our financial condition and operating results, including our levels of available capital resources; equity market conditions affecting comparable public companies; general U.S. market conditions; recent secondary stock sales and a tender offer and the lack of marketability of our common stock. Valuations of our common stock were determined in accordance with the guidelines outlined in the American Institute of Certified Public Accountants Practice Guide, *Valuation of Privately-Held-Company Equity Securities Issued as Compensation*.

Performance and Market-Based Award Valuations

For awards granted that vest upon the achievement of market conditions, we estimate the grant date fair value of these units using a Monte Carlo Simulation. The simulation models multiple stock price paths in order to estimate the grant date fair value of those with market conditions. For those awards with market conditions, stock-based compensation will be recognized regardless of if the market targets were achieved. However, if the grantee does not continue their employment through the derived service period, all related stock-based compensation for that individual was reversed in the period of termination. For awards granted that vest upon the achievement of certain performance conditions, we estimate the fair value of these units using the Company share price on the date of grant. Once the performance conditions are deemed probable, stock-based compensation recognition begins and is recognized over the service period. If at any point the performance conditions are deemed not probable, any expense recognized to date will be reversed.

Income Taxes

We have determined that it is more likely than not that our U.S. federal and state deferred tax assets will be realizable as of January 31, 2025. In determining the need, or continued need, for a valuation allowance, we considered the weighting of the positive and negative evidence, which includes, among other things, recent historical income and losses, future growth, forecasted earnings and future taxable income. As of January 31, 2025, we achieved three years cumulative U.S. income when considering pre-tax income adjusted for permanent differences and other comprehensive losses. Based on all available positive and negative evidence, having demonstrated sustained profitability, which is objective and verifiable, and taking into account anticipated future earnings, we concluded that it is more likely than not that our U.S. federal and state deferred tax assets will be realizable. See Note 13, *Income Taxes*, to our Consolidated Financial Statements included in "Part II, Item 8. Financial Statements" of this Form 10-K for additional information.

Recent Accounting Pronouncements

Refer to Note 2, *Basis of Presentation and Summary of Significant Accounting Policies*, to our Consolidated Financial Statements included in "Part II, Item 8. Financial Statements" of this Form 10-K for more information regarding recently. issued accounting pronouncements.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Foreign Currency Exchange Risk

The functional currency of our foreign subsidiaries is generally their respective local currency. Assets and liabilities denominated in currencies other than the U.S. dollar are translated into U.S. dollars at the exchange rates in effect at the balance sheet dates. As a result, our results of operations and cash flows are subject to fluctuations due to changes in foreign currency exchange rates, particularly changes in the British Pound Sterling, Euro, Indian Rupee, Japanese Yen, Brazilian Real and Emirati Dirham. Impacts to our operations from changes in foreign currency have been fairly limited to date and thus we have not instituted a hedging program. We expect our international operations to continue to grow in the near term, and we will monitor our foreign currency exposure to determine when we should begin a hedging program. A majority of our agreements have been and we expect will continue to be denominated in U.S. dollars. A hypothetical 10% change in foreign exchange rates during the period presented would not have had a material impact on our consolidated financial statements.

Interest Rate Sensitivity

We are exposed to market risks in the ordinary course of our business. These risks primarily include interest rate sensitivities. As of January 31, 2025, we had $145.3 million of cash and cash equivalents, which consisted primarily of bank deposits and money market funds and $338.2 million of highly liquid marketable securities. Such interest-earning instruments carry a degree of interest rate risk; however, historical fluctuations of our interest income have not been significant. We have not been exposed nor do we anticipate being exposed to material risks due to changes in interest rates. A hypothetical 10% change in interest rates during the period presented would not have had a material impact on our consolidated financial statements.

Inflation Risk

We do not believe that inflation has had a material effect on our business, financial condition or results of operations. Nonetheless, if our costs were to become subject to significant inflationary pressures, we may not be able to fully offset such higher costs through price increases. Our inability or failure to do so could harm our business, financial condition and results of operations.

Item 8. Financial Statements and Supplementary Data

Index to Consolidated Financial Statements

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors Sprinklr, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Sprinklr, Inc. and subsidiaries (the Company) as of January 31, 2025 and 2024, the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows for each of the years in the three-year period ended January 31, 2025, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of January 31, 2025 and 2024, and the results of its operations and its cash flows for each of the years in the three-year period ended January 31, 2025, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of January 31, 2025, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated March 20, 2025 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Sufficiency of audit evidence over costs to obtain customer contracts

As discussed in Note 3 to the consolidated financial statements, costs to obtain customer contracts, including commissions earned, that are considered incremental and recoverable are capitalized and amortized on a straight-line basis over the anticipated period of benefit. Capitalized costs to obtain customer contracts as of January 31, 2025, were $141.6 million.

We identified the evaluation of the sufficiency of audit evidence over costs to obtain customer contracts as a critical audit matter. Specifically, determining the nature and extent of audit evidence necessary over commissions earned, including those capitalized as costs to obtain customer contracts, required subjective auditor judgment due to the volume of commission plans and number of inputs used in calculating the commissions earned, and the number of information technology (IT) systems involved in the process.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to costs to obtain customer contracts, including commissions earned. We involved IT professionals with specialized skills and knowledge who assisted in testing certain IT applications used by the Company in the costs to obtain customer contracts process. In addition, for a sample of commissions earned during the year, we:

- recalculated the amount earned based on the terms of the relevant underlying commission plan
- compared the amount earned to the actual commission payment
- assessed whether the commissions earned were considered incremental and recoverable costs of obtaining customer contracts and that they were properly recorded.

In addition, we evaluated the overall sufficiency of audit evidence obtained by assessing the results of procedures performed, including appropriateness of the nature and extent of such evidence.

/s/ KPMG LLP

We have served as the Company's auditor since 2015.

New York, New York
March 20, 2025

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors Sprinklr, Inc.:

Opinion on Internal Control Over Financial Reporting

We have audited Sprinklr, Inc. and subsidiaries' (the Company) internal control over financial reporting as of January 31, 2025, based on criteria established in*Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of January 31, 2025, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of January 31, 2025 and 2024, the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows for each of the years in the three-year period ended January 31, 2025, and the related notes (collectively, the consolidated financial statements), and our report dated March 20, 2025 expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

New York, New York
March 20, 2025

SPRINKLR, INC.

Consolidated Balance Sheets

(in thousands, except share and per share data)

	January 31,	
	2025	**2024**
Assets		
Current assets:		
Cash and cash equivalents	$ 145,270	$ 164,024
Marketable securities	338,189	498,531
Accounts receivable, net of allowance of $8.1 million and $5.3 million, respectively	285,656	267,731
Prepaid expenses and other current assets	84,982	70,690
Total current assets	854,097	1,000,976
Property and equipment, net	31,591	32,176
Goodwill and other intangible assets	49,957	50,145
Operating lease right-of-use assets	44,626	31,058
Other non-current assets	203,928	108,755
Total assets	$ 1,184,199	$ 1,223,110
Liabilities and stockholders' equity		
Liabilities		
Current liabilities:		
Accounts payable	$ 27,353	$ 34,691
Accrued expenses and other current liabilities	79,285	93,187
Operating lease liabilities, current	7,462	5,730
Deferred revenue	403,483	374,552
Total current liabilities	517,583	508,160
Deferred revenue, non-current	6,276	506
Deferred tax liability, non-current	35	1,474
Operating lease liabilities, non-current	41,243	27,562
Other liabilities, non-current	6,999	5,704
Total liabilities	572,136	543,406
Commitments and contingencies (Note 9)		
Stockholders' equity		
Class A common stock, $0.00003 par value, 2,000,000,000 shares authorized; 139,163,819 and 151,136,870 shares issued and outstanding as of January 31, 2025 and 2024, respectively	4	4
Class B common stock, $0.00003 par value, 310,000,000 shares authorized; 116,278,936 and 122,128,581 shares issued and outstanding as of January 31, 2025 and 2024, respectively	4	4
Treasury stock, at cost, 14,130,784 shares as of January 31, 2025 and 2024	(23,831)	(23,831)
Additional paid-in capital	1,268,920	1,182,150
Accumulated other comprehensive loss	(6,969)	(3,836)
Accumulated deficit	(626,065)	(474,787)
Total stockholders' equity	612,063	679,704
Total liabilities and stockholders' equity	$ 1,184,199	$ 1,223,110

See accompanying notes to the consolidated financial statements

SPRINKLR, INC.

Consolidated Statements of Operations

(in thousands, except per share data)

	Year Ended January 31,		
	2025	**2024**	**2023**
Revenue:			
Subscription	$ 717,923	$ 668,541	$ 548,649
Professional services	78,471	63,819	69,541
Total revenue	796,394	732,360	618,190
Costs of revenue:			
Costs of subscription	140,730	116,032	102,276
Costs of professional services	81,348	63,369	61,449
Total costs of revenue	222,078	179,401	163,725
Gross profit	574,316	552,959	454,465
Operating expense:			
Research and development	91,999	91,292	76,658
Sales and marketing	321,658	321,849	336,719
General and administrative	136,689	105,873	92,312
Total operating expense	550,346	519,014	505,689
Operating income (loss)	23,970	33,945	(51,224)
Other income, net	24,322	26,577	3,756
Income (loss) before provision for income taxes	48,292	60,522	(47,468)
(Benefit) provision for income taxes	(73,317)	9,119	8,274
Net income (loss)	$ 121,609	$ 51,403	$ (55,742)
Net income (loss) per share, basic	$ 0.47	$ 0.19	$ (0.21)
Weighted average shares used in computing net income (loss) per share, basic	260,241	269,974	259,530
Net income (loss) per share, diluted	$ 0.44	$ 0.18	$ (0.21)
Weighted average shares used in computing net income (loss) per share, diluted	274,773	287,093	259,530

See accompanying notes to the consolidated financial statements

SPRINKLR, INC.

Consolidated Statements of Comprehensive Income (Loss)

(in thousands)

	Year Ended January 31,		
	2025	**2024**	**2023**
Net income (loss)	$ 121,609	$ 51,403	$ (55,742)
Foreign currency translation adjustments	(2,790)	(490)	(3,078)
Unrealized (losses) gains on investments, net of tax	(343)	1,038	(486)
Total comprehensive income (loss), net of tax	$ 118,476	$ 51,951	$ (59,306)

See accompanying notes to the consolidated financial statements

SPRINKLR, INC.

Consolidated Statements of Stockholders' Equity

(in thousands)

	Class A and Class B Common Stock		Additional Paid-in Capital	Treasury Stock		Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount		Shares	Amount			
Balance at January 31, 2022	256,481	$ 8	$ 982,122	14,131	$ (23,831)	$ (820)	$ (441,630)	$ 515,849
Adjustment to retained earnings for CECL adoption	—	—	—	—	—	—	761	761
Stock-based compensation - equity classified awards	—	—	57,057	—	—	—	—	57,057
Exercise of stock options and vesting of RSUs	6,014	—	24,740	—	—	—	—	24,740
Issuance of common shares upon ESPP purchases	1,259	1	10,230	—	—	—	—	10,231
Other comprehensive loss	—	—	—	—	—	(3,564)	—	(3,564)
Other adjustments	(13)	—	—	—	—	—	—	—
Net loss	—	—	—	—	—	—	(55,742)	(55,742)
Balance at January 31, 2023	263,741	$ 9	$ 1,074,149	14,131	$ (23,831)	$ (4,384)	$ (496,611)	$ 549,332
Stock-based compensation - equity classified awards	—	—	57,230	—	—	—	—	57,230
Exercise of stock options and release of vested restricted stock units	10,948	—	43,333	—	—	—	—	43,333
Issuance of common shares upon ESPP purchase	976	—	7,437	—	—	—	—	7,437
Common stock repurchased	(2,400)	—	—	—	—	—	(29,579)	(29,579)
Other adjustment	—	(1)	1	—	—	—	—	—
Other comprehensive income	—	—	—	—	—	548	—	548
Net income	—	—	—	—	—	—	51,403	51,403
Balance at January 31, 2024	273,265	$ 8	$ 1,182,150	14,131	$ (23,831)	$ (3,836)	$ (474,787)	$ 679,704
Stock-based compensation - equity classified awards	—	—	61,055	—	—	—	—	61,055
Exercise of stock options and release of vested restricted stock units	6,862	—	19,908	—	—	—	—	19,908
Issuance of common shares upon ESPP purchase	776	—	5,807	—	—	—	—	5,807
Common stock repurchased, including excise tax	(25,460)	—	—	—	—	—	(272,887)	(272,887)
Other comprehensive loss	—	—	—	—	—	(3,133)	—	(3,133)
Net income	—	—	—	—	—	—	121,609	121,609
Balance at January 31, 2025	255,443	$ 8	$ 1,268,920	14,131	$ (23,831)	$ (6,969)	$ (626,065)	$ 612,063

See accompanying notes to the consolidated financial statements

SPRINKLR, INC.

Consolidated Statements of Cash Flows

(in thousands)

	Year Ended January 31,		
	2025	**2024**	**2023**
Cash flow from operating activities:			
Net income (loss)	$ 121,609	$ 51,403	$ (55,742)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization expense	18,679	15,466	12,051
Provision for credit losses	11,560	5,906	4,079
Stock-based compensation, net of amounts capitalized	59,517	55,757	55,517
Non-cash lease expense	8,188	8,352	6,588
Deferred income taxes	(88,069)	(2,668)	166
Net amortization/accretion on marketable securities	(12,544)	(17,009)	(2,697)
Other non-cash items, net	207	107	—
Changes in operating assets and liabilities:			
Accounts receivable	(30,010)	(68,709)	(44,751)
Prepaid expenses and other current assets	(15,503)	8,675	29,092
Other non-current assets	(9,560)	(25,577)	(24,376)
Accounts payable	(7,048)	3,325	14,463
Operating lease liabilities	(5,570)	(8,019)	(6,342)
Accrued expenses and other current liabilities	(12,487)	(6,515)	6,688
Litigation settlement	—	—	(12,000)
Deferred revenue	37,473	49,813	41,465
Other liabilities	1,148	1,158	2,459
Net cash provided by operating activities	77,590	71,465	26,660
Cash flow from investing activities:			
Purchases of marketable securities	(396,154)	(604,648)	(816,708)
Proceeds from sales and maturities of marketable securities	568,713	514,403	639,663
Purchases of property and equipment	(5,802)	(8,548)	(6,091)
Capitalized internal-use software	(12,631)	(11,777)	(10,358)
Net cash provided by (used in) investing activities	154,126	(110,570)	(193,494)
Cash flow from financing activities:			
Proceeds from issuance of common stock upon exercise of stock options	19,908	43,333	24,740
Proceeds from issuance of common stock upon ESPP purchase	5,807	7,437	10,231
Payments for repurchase of Class A common shares	(273,873)	(26,684)	—
Net cash (used in) provided by financing activities	(248,158)	24,086	34,971
Effect of exchange rate fluctuations on cash, cash equivalents and restricted cash	(2,454)	(939)	(1,176)
Net change in cash, cash equivalents and restricted cash	(18,896)	(15,958)	(133,039)
Cash, cash equivalents and restricted cash at beginning of period	172,429	188,387	321,426
Cash, cash equivalents and restricted cash at end of period	$ 153,533	$ 172,429	$ 188,387

	Year Ended January 31,		
	2025	**2024**	**2023**
Supplemental disclosure of cash flow information:			
Cash paid for income taxes, net of refunds	$ 11,010	$ 7,647	$ 6,644
Supplemental disclosure for non-cash investing and financing:			
Right-of-use assets obtained in exchange for operating lease liabilities	$ 22,669	$ 23,696	$ 8,948
Accrued purchases of property and equipment	$ 491	$ 2,380	$ 1,445
Stock-based compensation expense capitalized in internal-use software	$ 2,538	$ 2,473	$ 2,540
Accrued for asset retirement obligation	$ 310	$ 117	$ —
Accrued for share repurchases and related excise tax	$ 1,909	$ 2,895	$ —

See accompanying notes to the consolidated financial statements

1. Organization and Description of Business

Description of Business

Founded in 2009, Sprinklr, Inc. ("Sprinklr" or the "Company") provides enterprise cloud software products that enable organizations to do marketing, advertising, research, care, sales and engagement across modern channels including social, messaging, chat and text through its Unified Customer Experience Management software platform.

The Company was incorporated in Delaware in 2011 and is headquartered in New York, USA with 20 operating subsidiaries globally.

2. Basis of Presentation and Summary of Significant Accounting Policies

Basis of Presentation and Principles of Consolidation

The consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP") and include the consolidated accounts of the Company and its wholly owned subsidiaries. All intercompany transactions and balances have been eliminated.

Use of Estimates

The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting periods. Significant estimates and assumptions made in the accompanying consolidated financial statements include, but are not limited to, revenue recognition, fair value assumptions for stock-based compensation, software costs eligible for capitalization and the allowance on the Company's accounts receivable. The Company evaluates its estimates and assumptions on an ongoing basis using historical experience and on assumptions that it believes are reasonable and adjusts those estimates and assumptions when facts and circumstances dictate. Actual results could differ materially from those estimates and assumptions.

Segments

The Company operates in one operating segment because the Company's offerings operate on its single Customer Experience Management Platform, the Company's products are deployed in a similar way, and the Company's chief operating decision maker ("CODM"), the Chief Executive Officer, evaluates the Company's financial information and assesses the performance of the Company on a consolidated basis. For additional segment information, see Note 15, "Segment and Geographic Information."

Foreign Currency

The functional currency of the Company's foreign subsidiaries is generally their respective local currency. Assets and liabilities denominated in currencies other than the U.S. dollar are translated into U.S. dollars at the exchange rates in effect at the balance sheet dates, with the resulting translation adjustments recorded to a separate component of accumulated other comprehensive loss. Income and expense accounts are translated at average exchange rates during the year. Foreign currency remeasurement and transaction gains and losses are recorded in other income (expense), net, in the consolidated statements of operations. The Company recognized net foreign currency transaction losses of $1.7 million, $3.6 million and $4.7 million in the fiscal years ended January 31, 2025, 2024 and 2023, respectively. As of January 31, 2025 and 2024, the cumulative translation adjustment within accumulated other comprehensive loss was $7.0 million and $4.2 million, respectively.

Cash, Cash Equivalents, and Restricted Cash

The Company considers all highly liquid investments purchased with a remaining maturity of three months or less to be cash equivalents.

The following table reconciles cash, cash equivalents and restricted cash from the consolidated balance sheets to amounts reported in the consolidated statements of cash flows:

	January 31,	
(in thousands)	**2025**	**2024**
Cash and cash equivalents	$ 145,270	$ 164,024
Restricted cash included in prepaid expenses and other current assets[(1)]	1,705	1,494
Restricted cash included in other non-current assets[(2)]	6,558	6,911
Total cash, cash equivalents and restricted cash	$ 153,533	$ 172,429

[(1)]At January 31, 2025, consisted of collateral for letters of credit issued in lieu of deposits on certain leases and customer contracts. At January 31, 2024, consisted primarily of cash that is restricted and is associated with certain credit card programs, which were closed in the second quarter of fiscal year 2025.

[(2)]Consists primarily of collateral for letters of credit issued in lieu of deposits on certain leases and customer contracts.

Marketable Securities

The Company's marketable securities consist of U.S. Treasury securities, corporate and municipal bonds, money market funds, agency securities, commercial paper, certificates of deposit, and time deposits with maturity dates of more than three months from the date of purchase. The Company determines the appropriate classification of marketable securities at the time of purchase and reevaluates such designation at each balance sheet date. The Company classifies and accounts for its marketable securities as available-for-sale securities as the Company may sell these securities at any time for use in the current operation or for other purposes, even prior to maturity. As a result, the Company classifies marketable securities as current assets in the consolidated balance sheets.

All marketable securities are recorded at their estimated fair values. Premiums and discounts are amortized or accreted over the life of the related available-for-sale security as an adjustment to yield. Interest income is recognized when earned. Unrealized gains and losses on these marketable securities are reported as a separate component of accumulated other comprehensive loss on the consolidated balance sheets until realized. Realized gains and losses are determined based on the specific identification method and are reported in other income, net in the consolidated statements of operations.

Available-for-sale debt securities are considered impaired if the fair value of the investment is less than amortized cost. If it is more likely than not that the Company will have to sell the security before recovery of its amortized cost basis, the security is written down to its fair value and the difference is recognized in operating loss. If the Company deems it is not likely to sell such security before recovery of its amortized cost basis, the Company bifurcates the impairment into credit-related and non-credit-related components. In evaluating whether a credit-related loss exists, the Company considers a variety of factors including: (i) the extent to which the fair value is less than the amortized cost basis, (ii) adverse conditions specifically related to the issuer of a security, an industry or geographic area, (iii) the failure of the issuer of the security to make scheduled interest or principal payments and (iv) any changes to the rating of the security by a rating agency. Any portion of the loss attributable to credit-related components is recorded within the provision for credit losses in the Company’s consolidated statement of operations while any non-credit related components are reflected within accumulated other comprehensive loss on the consolidated balance sheets, net of applicable taxes. As of January 31, 2025 and 2024, there have been no securities with an unrealized loss position that the Company would have to sell before recovery of its amortized cost basis, and therefore the Company has not bifurcated the impairment.

Fair Values Measurement

The Company considers the carrying amounts of financial instruments, including cash, accounts receivable, accounts payable and accrued expenses to approximate their fair values because of their relatively short maturities.

The Company measures certain financial assets at fair value based upon the exit price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants, as determined by either the principal market or the most advantageous market. Inputs used in the valuation techniques to derive fair values are classified based on a three-level hierarchy, as follows:

- Level 1 — Quoted prices in active markets for identical assets or liabilities.
- Level 2 — Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which all

significant inputs are observable or can be derived principally from or corroborated by observable market data for substantially the full term of the assets or liabilities.

- Level 3 — Unobservable inputs to the valuation methodology that are significant to the measurement of fair value of assets or liabilities.

The Company evaluates these inputs and recognizes transfers between levels, if any, at the balance sheet date. The Company has not elected the fair value measurement option for assets not required to be measured at fair value on a recurring basis.

Accounts Receivable and Allowance

Accounts receivable are recorded at invoiced amounts, net of allowance, if applicable, and are unsecured and do not bear interest.

The allowance account is based on the probability of future collection under the current expect credited loss ("CECL") impairment model under *ASU 2016-13, Financial Instruments - Credit Losses (Topic 326), Measurement of Credit Losses on Financial* Assets, which was adopted by the Company on January 31, 2023, with an effective date of February 1, 2022, as discussed below within *Recently Adopted Accounting Pronouncements.* Under the CECL impairment model, the Company's allowance consists of general and specific reserves. The Company determines its allowance for the general reserve by applying a loss-rate method based on an aging schedule using the Company's historical loss rate. The specific reserves are determined by considering customers' specific credit risk, macroeconomic trends and any other factors that could impact the collectability of receivables. The adequacy of the allowance is evaluated on a regular basis. Account balances are written off after all means of collection are exhausted and the balance is deemed uncollectible. Subsequent recoveries are credited to the allowance. Changes in the allowance are recorded in sales and marketing expense in the period incurred.

Changes in the allowance account for the periods presented were as follows:

	Year Ended January 31,		
(in thousands)	**2025**	**2024**	**2023**
Allowance, beginning of period	$ 5,267	$ 3,156	$ 2,727
Write-offs of uncollectible accounts, net	(8,837)	(3,109)	(2,590)
Provision for expected credit losses	11,629	5,220	3,780
Adjustment to retained earnings for CECL adoption	—	—	(761)
Allowance, end of period	$ 8,059	$ 5,267	$ 3,156

Property and Equipment

Property and equipment, including leasehold improvements, are stated at cost, less accumulated depreciation and amortization. Depreciation of property and equipment is computed using the straight-line method over the estimated useful lives of the asset, which is generally two to three years. Amortization of leasehold improvements is computed using a straight-line method over the shorter of the lease term or the estimated useful life of the improvement. Depreciation and amortization begins when the asset is ready for its intended use. The cost of maintenance and repairs that do not improve or extend the lives of the respective assets is expensed as incurred.

The Company capitalizes qualifying internally-developed software costs incurred in connection with the Company's internal-use software platform. These capitalized costs are related to the cloud-based software platform that the Company hosts, which is accessed by its clients on a subscription basis. Costs are capitalized during the application development stage, provided that management with the relevant authority authorizes and commits to the funding of the software project, it is probable the project will be completed, the software will be used to perform the functions intended and certain functional and quality standards have been met. Capitalized internal-use software costs are amortized on a straight-line basis over their estimated useful life, which is generally three years. Costs incurred for specific upgrades and enhancements when it is probable the expenditures will result in additional functionality are capitalized and amortized over the estimated useful life of the enhancements. Costs related to preliminary project activities and post-implementation operations activities, including training and maintenance, are expensed as incurred.

Business Combinations

When the Company acquires businesses, it allocates the purchase price to tangible assets, liabilities and identifiable intangible assets acquired with any residual purchase price recorded as goodwill. The allocation of the purchase price requires management to make significant estimates in determining the fair values of assets acquired and liabilities assumed, particularly with respect to intangible assets at the acquisition date, deferred revenue and contingent consideration, where applicable. These estimates can include, but are not limited to, historical experience and information obtained from the management of the acquired companies, the cash flows that an asset is expected to generate in the future, the weighted-average cost of capital and the cost savings expected to be derived from acquiring an asset. These estimates are inherently uncertain and unpredictable and unanticipated events and circumstances may occur, which could affect the accuracy or validity of such estimates.

Goodwill

Goodwill represents the excess of the purchase price over the fair value of the net assets acquired in connection with business combinations accounted for using the purchase method of accounting. Goodwill is not amortized, but rather is tested for impairment annually and more frequently upon the occurrence of certain events. The Company performs its annual impairment test of goodwill in the fourth quarter of each fiscal year, using November 1 carrying values, or whenever events or circumstances indicate that goodwill may not be recoverable. Triggering events that may indicate impairment include, but are not limited to, a significant adverse change in customer demand or business climate or a significant decrease in expected cash flows.

In performing its impairment test, the Company first assesses qualitative factors to determine whether it is more-likely-than-not that the fair value of the reporting unit is less than its carrying value. In performing the qualitative assessment, the Company reviews factors such as financial performance, macroeconomic conditions, industry and market considerations. If the Company elects this option and believes, as a result of the qualitative assessment, that it is more-likely-than-not that the carrying value of the reporting unit exceeds the fair value, the quantitative impairment test is required; otherwise, no further testing is required.

Alternatively, the Company may elect to bypass the qualitative assessment and perform the quantitative impairment test instead, or if the Company reasonably determines that it is more-likely-than-not that the fair value is less than the carrying value, the Company performs its annual, or interim, goodwill impairment test by comparing the fair value of the reporting unit with the carrying amount. The Company will recognize an impairment for the amount by which the carrying amount exceeds the reporting unit's fair value.

The Company did not record any goodwill impairment charges in the years ended January 31, 2025, 2024 or 2023.

Impairment of Long-Lived Assets

The Company continually monitors events and changes in circumstances that could indicate that the carrying amounts of its long-lived assets, including property, equipment, capitalized internal-use software and other assets, including identifiable definite-lived intangible assets, may not be recoverable. When such events or changes in circumstances occur, the Company assesses the recoverability of long-lived assets by determining whether the carrying value of such assets will be recovered through their undiscounted expected future cash flow. If the future undiscounted cash flow is less than the carrying amount of these assets, the Company recognizes an impairment loss based on the excess of the carrying amount over the fair value of the assets. If the useful life is shorter than originally estimated, the Company amortizes the remaining carrying value over the new shorter life.

Leases

Under Accounting Standard Update (“ASU”) 2016-02, *Leases (“Topic 842”)*, the Company determines if an arrangement is a lease at inception, and leases are classified at commencement as either operating or finance leases. As of January 31, 2025 and 2024, the Company did not have any finance leases.

Right-of-use (“ROU”) assets and lease liabilities are recognized at commencement based on the present value of the minimum lease payments over the lease term. The Company utilizes certain practical expedients and policy elections available under Topic 842, including (i) leases with an initial term of 12 months or less are not recognized on the balance sheet, (ii) lease components are not separated from non-lease components for all asset classes, and (iii) non-lease components that are not fixed are expensed as incurred as variable lease costs. The Company uses the incremental borrowing rate based on information available at the commencement date in determining the present value of future lease payments. The rate is an estimate of the collateralized borrowing rate the Company would incur on future lease payments over a similar term.

The Company leases facilities under non-cancelable operating lease agreements. Certain of the operating lease agreements contain rent concessions and rent escalations that are included in the present value calculation of minimum lease payments. The lease term begins on the date the Company has the right to use the leased property. Lease terms may include options to extend or terminate the lease, and these options are included in the ROU asset and lease liability when it is reasonably certain that the option will be exercised. The Company's lease agreements do not contain residual value guarantees or covenants.

Concentration of Risk and Significant Customers

The Company has no significant off-balance sheet risks related to foreign currency exchange contracts, option contracts or other foreign currency hedging arrangements. The Company's financial instruments that are potentially subject to credit risk consist primarily of cash and cash equivalents and accounts receivable. Although the Company deposits its cash with multiple financial institutions, its deposits generally exceed federally insured limits.

To manage credit risk related to accounts receivable, the Company maintains an allowance for credit losses. The allowance is determined by applying a loss-rate method based on an aging schedule using the Company's historical loss rate. The Company also considers reasonable and supportable current and forecasted information in determining its estimated loss rates, such as external forecasts, macroeconomic trends, or other factors, including customers' credit risk and historical loss experience. The Company's accounts receivable are derived from invoiced customers located primarily in North America and Europe.

No single customer accounted for more than 10% of total revenue during the years ended January 31, 2025, 2024 or 2023. In addition, no single customer accounted for more than 10% of total accounts receivable as of January 31, 2025 or 2024.

In addition, the Company relies upon third-party hosted infrastructure partners globally to serve customers and operate certain aspects of its services, such as environments for development testing, training, sales demonstrations, and production usage. Given this, any disruption of or interference at the Company's hosted infrastructure partners would impact the Company's operations and could adversely impact its business.

Revenue Recognition

The Company accounts for revenue in accordance with ASU No. 2014-09, *Revenue from Contracts with Customers ("ASC 606")*. For further discussion of the Company's accounting policies related to revenue see Note 3, *Revenue Recognition.*

Costs of Revenue

Costs of subscription revenue and professional services revenue is expensed as incurred.

Costs of subscription revenue consists primarily of expenses related to hosting the Company's software platform, including data center operations costs and personnel and related expenses directly associated with delivering the Company's cloud infrastructure, the costs associated with purchasing third-party data that is utilized in providing elements of the platform and costs to provide platform support to the Company's customers, including personnel and related expenses. These costs include salaries, benefits, bonuses and stock-based compensation, as well as allocated overhead.

Costs of professional services consists primarily of personnel and related expenses directly associated with the Company's professional services organization. These costs include salaries, benefits, bonuses and stock-based compensation, as well as allocated overhead, together with the costs of subcontracted third-party professional services vendors.

Overhead associated with facilities and depreciation is allocated to cost of revenue based on relative headcount in those departments.

Research and Development

Research and development expenses consist primarily of costs relating to the maintenance, continued development and enhancement of the Company's cloud-based software platform and include personnel-related expenses and stock-based compensation for our research and development organization, professional fees, travel expenses and allocated overhead expenses, including facilities costs. Research and development expenses are expensed as incurred, except for internal-use software development costs that qualify for capitalization.

Advertising Costs

Advertising costs include costs incurred to promote the Company's subscription and professional services.These costs are expensed as incurred and were $4.7 million, $4.1 million and $2.9 million in the years ended January 31, 2025, 2024 and 2023, respectively.

Warranties

The Company's cloud-based software platform is generally warranted to perform materially in accordance with the Company's online documentation and the terms of the agreement with a customer, under normal use and circumstances. Additionally, the Company's contracts generally include provisions for indemnifying customers against liabilities if use of its software platform infringe a third party's intellectual property rights, and the Company may also incur liabilities if it breaches the security, privacy and/or confidentiality obligations in its contracts. To date, the Company has not incurred any material costs, and it has not accrued any liabilities in the accompanying consolidated financial statements as of January 31, 2025 or 2024 as a result of these obligations.

Stock-Based Compensation

The Company accounts for stock-based compensation as an expense in the statements of operations based on the awards' grant date fair values.

Options

The Company estimates the fair value of service-based options granted using the Black-Scholes option pricing model. Stock options that included performance and market conditions are valued using the Monte-Carlo simulation model.

Prior to becoming a public company, the Company's board of directors determined the fair value of its common stock using a number of objective and subjective factors, as discussed in Note 11, *Stock-based Compensation*, with input from management and valuations performed by an independent third-party valuation specialist. Subsequent to the Initial Public Offering ("IPO"), the Company determines the fair value using the closing price, on the date of grant, of its Class A common stock, which is publicly traded on the New York Stock Exchange ("NYSE").

The fair value of stock-based payments is recognized as compensation expense, net of expected forfeitures, over the requisite service period, which is generally the vesting period. The fair value of stock-based payments for options that include performance and market conditions is recognized as compensation expense over the requisite service period as achievement of the performance objective becomes probable.

Restricted Stock Units

Prior to the IPO, the Company estimated fair value of its restricted stock units ("RSUs") based on the fair value of the underlying common stock, which was estimated similarly to its options as discussed above. Subsequent to the IPO, the Company determines the fair value using the closing price, on the date of grant, of its Class A common stock, which is publicly traded on the NYSE. Stock-based compensation for RSUs is recognized over the requisite service period, which is generally the vesting period, net of expected forfeitures.

Performance-Based Stock Units

The Company issued certain performance-based stock units ("PSUs") that vest upon the satisfaction of time-based service, performance-based and market conditions. For the units that vest upon the achievement of certain performance and market conditions, the Company estimated the grant date fair value using a Monte Carlo simulation. Refer to Note 11, *Stock-Based Compensation*, for further detail on stock-based compensation recognition for the PSUs.

Employee Stock Purchase Plan

The fair value of the share purchase rights under the Company's 2021 Employee Stock Purchase Plan ("ESPP") is measured based on the grant date fair value using the Black-Scholes option pricing model. Refer to Note 11, *Stock-Based Compensation*, for further detail on assumptions used in determining the grant date fair value and stock-based compensation recognition for the Company's ESPP grants.

Income Taxes

The provision for income taxes is computed using the asset and liability method, under which deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial reporting and tax bases of assets and liabilities, and for operating losses and tax credit carryforwards. Deferred tax assets and liabilities are measured using the currently enacted tax rates that apply to taxable income in effect for the years in which those tax assets are expected to be realized or settled.

Management makes estimates, assumptions and judgements to determine the Company's provision for or benefit from income taxes, deferred tax assets and liabilities and any valuation allowances recorded against the Company's deferred tax assets. The Company also assesses the likelihood that its deferred tax assets will be recovered from future taxable income and, to the extent that the Company believes that recovery is not more likely than not, the Company will establish a valuation allowance.

Recently Adopted Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board ("FASB") issued ASU 2016-02,*Leases (Topic 842)*, and additional changes, modifications, clarifications or interpretations related to this guidance thereafter ("ASU 2016-02"). ASU 2016-02 requires a reporting entity to recognize ROU assets and lease liabilities on the balance sheet for operating leases to increase transparency and comparability. The Company adopted this standard on February 1, 2022 and elected the package of transition practical expedients which allowed the Company to carry forward prior conclusions related to: (i) whether any expired or existing contracts are or contain leases, (ii) the classification for any expired or existing leases and (iii) initial direct costs for existing leases. Additionally, the Company elected the practical expedient of not separating lease components from non-lease components for all asset classes. The Company also made an accounting policy election to not record ROU assets or lease liabilities for leases with an initial term of 12

months or less and will recognize payments for such leases in the Company's consolidated statements of operations on a straight-line basis over the lease term.

In June 2016, the FASB issued ASU 2016-13, with subsequent amendments,*Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* ("ASU 2016-03"). The Company adopted ASU 2016-03 on January 31, 2023, with an effective date of February 1, 2022, which amended the impairment model by requiring entities to use a forward-looking approach based on expected losses rather than incurred losses to estimate credit losses on certain types of financial instruments, including trade receivables. The Company utilized the modified-retrospective approach at adoption, under which prior period comparable financial information was not adjusted. The adoption did not have a material impact on the consolidated financial statements and related disclosures.

In November 2023, the FASB issued Accounting Standards Update 2023-07,*Segment Reporting - Improvements to Reportable Segment Disclosures* ("ASU 2023-07"), requiring an enhanced disclosure of significant segment expenses on an annual and interim basis. The Company adopted ASU 2023-07 for the annual period ending January 31, 2025 which resulted in additional segment disclosures related to the measure of profitability and assets used by the chief operating decision maker ("CODM") to evaluate the business and allocate resources as well as other items included in the measure of profitability that are provided to the CODM.

Recently Issued Accounting Pronouncements Pending Adoption

In December 2023, the FASB issued ASU 2023-09,*Income Taxes - Improvements to Income Tax Disclosures*("ASU 2023-09"), requiring enhancements and further transparency to certain income tax disclosures, most notably the tax rate reconciliation and income taxes paid. ASU 2023-09 is effective for the Company's annual periods beginning fiscal year 2026, on a prospective basis and retrospective application is permitted. The Company is currently evaluating the impact ASU 2023-09 will have on its disclosures within its consolidated financial statements.

In November 2024 and January 2025 the FASB issued ASU 2024-03,*Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures: Disaggregation of Income Statement Expenses* ("ASU 2024-03") and ASU 2025-01,*Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures: Disaggregation of Income Statement Expenses* ("ASU 2025-01), respectively. These ASUs require new financial statement disclosures disaggregating prescribed expense categories within relevant income statement expense captions. ASU 2024-03 and ASU 2025-01 will be effective for fiscal years beginning after December 15, 2026, and interim periods beginning after December 15, 2027. Early adoption is permitted. We are currently evaluating the impact of these standards on our disclosures in the consolidated financial statements.

3. Revenue Recognition

The Company derives its revenues primarily from (i) subscription revenue, which consists of subscription fees from customers accessing the Company's cloud-based software platform and applications, as well as related customer support services; and (ii) professional services revenue, which consists of fees associated with providing services that educate and assist the Company's customers with the configuration and optimization of the Company's software platform and applications. Professional services revenue also includes managed services fees where the Company's consultants work as part of its customers' teams to help leverage the subscription service to execute on their customer experience management goals.

The Company recognizes revenue upon transfer of control of promised products and services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those products or services.

The Company determines revenue recognition through the following steps:

- Identification of the contract, or contracts, with a customer
- Identification of the performance obligations in the contract
- Determination of the transaction price
- Allocation of the transaction price to the performance obligations in the contract
- Recognition of revenue when, or as, the performance obligation is satisfied

Subscription revenue is recognized ratably over the contract term beginning on the commencement date of each contract, which is the date the Company's service is made available to customers. Subscription revenue includes customer support services, which together with the accessing of the Company's cloud-based software platform, generally constitute a single performance obligation comprised of a series of distinct services that are substantially the same and have the same pattern of revenue recognition.

Amounts that have been invoiced because they have the unconditional right to consideration are recorded in accounts receivable and in deferred revenue or revenue, depending on whether the revenue recognition criteria have been met, with the majority being invoiced annually in advance of performance obligations. When determining the transaction price of a contract, an adjustment is made if payment from the customer occurs either significantly before or significantly after performance, resulting in a significant financing component. Applying the practical expedient in the FASB Accounting Standards Codification Topic 606, *Revenue from Contracts with Customers*, the Company does not assess whether a significant financing component exists if the period between when the Company performs its obligations under the contract and when the customer pays is one year or less.

Professional services revenues are recognized as the services are rendered for time and materials contracts or on a proportional performance basis for fixed price contracts. The majority of the Company's professional services arrangements are fixed price contracts.

The Company enters into arrangements where it provides managed services associated with assisting its customers in publishing advertisements on social media channels. As part of those arrangements, the Company is occasionally required to purchase advertising space from social media channels on behalf of its customers and invoice those costs back to its customer. Revenue from such arrangements is recognized on a net basis, as the Company has determined that it is acting as an agent in these transactions.

Certain of the Company's arrangements may include certain service level agreements with its customers committing to certain levels of platform uptime and performance and permitting those customers to receive credits in the event that the Company fails to meet those levels. To date, the Company has not incurred or experienced any significant failures to meet defined levels of availability and performance of those agreements and, as a result, the Company has not accrued any liabilities related to such obligations in the accompanying consolidated financial statements as of January 31, 2025 or 2024.

For contracts that are modified for changes in contract specification and requirements, the Company analyzes the modification to determine the accounting treatment of the contract modification as a separate contract, prospectively or through a cumulative catch-up adjustment.

Taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction, that are collected by the Company from a customer, are excluded from revenue.

Contracts with Multiple Performance Obligations

The Company executes arrangements that include multiple performance obligations (consisting of subscription and professional services). Additionally, the Company is often party to multiple concurrent contracts or contracts pursuant to which a client may purchase a combination of services. These situations require judgment to determine whether the multiple promises are separate performance obligations. Once the Company has determined the performance obligations, the Company determines the transaction price. The Company allocates the transaction price to each performance obligation on a relative standalone selling price ("SSP") basis. The SSP is the price at which the Company would sell promised subscription or professional services separately to a customer. The determination of SSP for each distinct performance obligation requires judgement. In the determination of the SSP, the Company may use information that includes contractually stated prices, size of the arrangement, list prices and other observable inputs.

Costs to Obtain Customer Contracts

Costs to obtain customer contracts, including commissions earned, that are considered incremental and recoverable are capitalized and amortized on a straight-line basis over the anticipated period of benefit. The Company determined the period of benefit by taking into consideration the length of its customer contracts, customer relationship period, technology lifecycle, and other factors. The Company currently estimates the period of benefit for which costs are amortized over to be five years. Sales commissions paid for renewals are not commensurate with commissions paid on the initial contract given the substantive difference in commission rates in proportion to their respective contract values. Amortization expense is recorded in sales and marketing expense within the Company's consolidated statement of operations.

Capitalized costs to obtain customer contracts as of January 31, 2025 were $141.6 million, of which $39.4 million is included in prepaid expenses and other current assets and $102.2 million within other non-current assets.

Capitalized costs to obtain customer contracts as of January 31, 2024 were $135.8 million, of which $42.5 million is included in prepaid expenses and other current assets and $93.4 million within other non-current assets.

During the years ended January 31, 2025, 2024 and 2023, the Company amortized $47.7 million, $48.3 million and $44.7 million, respectively, of costs to obtain customer contracts, included in sales and marketing expense.

Deferred Revenue

The Company invoices customers for subscriptions to its products in varying billing cycles, with the majority being invoiced annually in advance of performance obligations, and accounts receivable are recorded when the right to consideration becomes unconditional.

Deferred revenue consists primarily of customer billings made in advance of performance obligations being satisfied and revenue being recognized.

The term between invoicing and when payment is due is not significant, and the Company generally does not provide financing arrangements to customers. Deferred revenue associated with performance obligations that are anticipated to be satisfied, and thus to be recognized as revenue, during the succeeding 12-month period is recorded as current deferred revenue and the remaining portion is recorded as deferred revenue, non-current.

The Company recognized revenue of $364.6 million, $322.1 million and $276.4 million during the years ended January 31, 2025, 2024 and 2023, respectively, that was included in the deferred revenue balances at the beginning of the respective periods.

The Company receives payments from customers based on billing schedules as established in its contracts. Contract assets represent amounts for which the Company has recognized revenue in excess of billings pursuant to the revenue recognition guidance. As of January 31, 2025 and 2024, contract assets were $1.9 million and $4.3 million, respectively, and were included in prepaid expenses and other current assets.

Remaining Performance Obligation

Remaining Performance Obligation ("RPO") represents contracted revenues that had not yet been recognized and includes deferred revenues and amounts that will be invoiced and recognized in future periods. As of January 31, 2025, the Company's RPO was $987.7 million, approximately $612.5 million of which the Company expects to recognize as revenue over the next 12 months and the remaining balance will be recognized thereafter. As of January 31, 2024, the Company's remaining RPO was approximately $966.6 million, approximately $587.0 million of which the Company expected to recognize as revenue over the next 12 months.

Disaggregation of Revenues

The Company disaggregates its revenue from contracts with customers by geographic region, as it believes that it best depicts how the nature, amount, timing, and uncertainty of its revenues and cash flows are affected by economic factors. Refer to Note 15, *Geographic Information*, for revenue by geographic location.

4. Marketable Securities

The following is a summary of available-for-sale marketable securities, excluding those securities classified within cash and cash equivalents on the consolidated balance sheets:

	January 31, 2025			
(in thousands)	**Amortized Cost**	**Unrealized Gain**	**Unrealized Losses**	**Fair Value**
Corporate bonds	$ 106,632	$ 48	$ (26)	$ 106,654
Municipal bonds	12,752	—	(7)	12,745
U.S. government and agency securities	120,032	28	(52)	120,008
Certificates of deposit	34,584	27	—	34,611
Commercial paper	64,180	16	(25)	64,171
Marketable securities	$ 338,180	$ 119	$ (110)	$ 338,189

	January 31, 2024			
(in thousands)	**Amortized Cost**	**Unrealized Gain**	**Unrealized Losses**	**Fair Value**
Corporate bonds	$ 98,642	$ 71	$ (10)	$ 98,703
Municipal bonds	982	3	—	985
U.S. government and agency securities	185,464	140	(33)	185,571
Certificates of deposit	46,496	48	(1)	46,543
Commercial paper	166,595	155	(21)	166,729
Marketable securities	$ 498,179	$ 417	$ (65)	$ 498,531

As of January 31, 2025 and 2024, the maturities of available-for-sale marketable securities did not exceed 12 months.Interest income from cash and cash equivalents and marketable securities was $26.0 million, $30.2 million, and $8.5 million for the years ended January 31, 2025, 2024, and 2023 respectively.

There were 40 and 64 debt securities in an unrealized loss position as of January 31, 2025 and 2024, respectively. The estimated fair value of these debt securities, for which an allowance for credit losses has not been recorded, was $140.0 million and $178.7 million as of January 31, 2025 and 2024, respectively. There were no expected credit losses recorded against the Company's investment securities as of January 31, 2025 and 2024.

Unrealized losses on the Company's debt securities are not considered to be credit-related based upon an analysis that considered the extent to which the fair value is less than the amortized basis of a security, adverse conditions specifically related to the security, changes to credit rating of the instrument subsequent to Company purchase, and the strength of the underlying collateral, if any.

Refer to Note 5, *Fair Value Measurements,* for addition information about the fair value of the Company's short-term marketable securities.

5. Fair Value Measurements

The following tables present information about the Company's financial assets that have been measured at fair value on a recurring basis as of January 31, 2025 and 2024, and indicate the fair value hierarchy of the valuation inputs utilized to determine such fair value:

	January 31, 2025				January 31, 2024			
(in thousands)	**Level 1**	**Level 2**	**Level 3**	**Total**	**Level 1**	**Level 2**	**Level 3**	**Total**
Financial Assets:								
Cash Equivalents:								
Money market funds	$ 57,158	$ —	$ —	$ 57,158	$ 52,647	$ —	$ —	$ 52,647
Marketable Securities:								
Corporate bonds	—	106,654	—	106,654	—	98,703	—	98,703
Municipal bonds	—	12,745	—	12,745	—	985	—	985
U.S. government and agency securities	—	120,008	—	120,008	—	185,571	—	185,571
Certificates of deposit	—	34,611	—	34,611	—	46,543	—	46,543
Commercial paper	—	64,171	—	64,171	—	166,729	—	166,729
Total financial assets	$ 57,158	$ 338,189	$ —	$ 395,347	$ 52,647	$ 498,531	$ —	$ 551,178

The Company classifies its highly liquid money market funds within Level 1 of the fair value hierarchy because they are valued based on quoted market prices in active markets. The Company classifies its commercial paper, corporate and municipal debt securities, U.S. government and agency securities and certificates of deposit within Level 2 because they are valued using inputs other than quoted prices that are directly or indirectly observable in the market, including readily available pricing sources for the identical underlying security, which may not be actively traded.

The Company's primary objective when investing excess cash is preservation of capital, hence the Company's marketable securities consist primarily of U.S. government and agency securities, high credit quality corporate debt securities and commercial paper. The Company has classified and accounted for its marketable securities as available-for-sale securities, as it may sell these securities at any time for use in the Company's current operations or for other purposes, even prior to maturity. As of January 31, 2025 and 2024, for fixed income securities that were in unrealized loss positions, the Company has determined that (i) it does not have the intent to sell any of these investments and (ii) it is not more likely than not that it will be required to sell any of these investments before recovery of the entire amortized cost basis. In addition, as of January 31, 2025, the Company anticipates that it will recover the entire amortized cost basis of such fixed income securities before maturity.

The Company regularly reviews the changes to the rating of its debt securities by rating agencies and reasonably monitors the surrounding economic conditions to assess the risk of expected credit losses. As discussed in Note 4, *Marketable Securities*, as of January 31, 2025 and 2024, there were no securities that were in an unrealized loss position for more than 12 months. The Company has not recorded any impairments in the periods presented.

6. Balance Sheet Components

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following:

	January 31,	
(in thousands)	**2025**	**2024**
Prepaid hosting and data costs	$ 20,761	$ 1,673
Prepaid software costs	10,251	4,854
Prepaid marketing	2,869	1,208
Capitalized commissions costs, current portion	39,353	42,486
Contract assets	1,860	4,326
Security deposits, short-term	1,519	1,923
Taxes recoverable	2,467	3,561
Restricted cash	1,705	1,494
Employee advances	3,345	2,614
Other	852	6,551
Prepaid expenses and other current assets	$ 84,982	$ 70,690

Property and Equipment, Net

Property and equipment, net consisted of the following:

	January 31,	
(in thousands)	**2025**	**2024**
Computer equipment	$ 18,734	$ 17,646
Office furniture and other	6,438	4,879
Leasehold improvements	10,256	10,370
Less accumulated depreciation and amortization	(24,788)	(20,866)
Total fixed assets, net	10,640	12,029
Capitalized internal-use software	63,695	50,212
Less accumulated amortization	(42,744)	(30,065)
Total capitalized internal-use software	20,951	20,147
Property and equipment, net	$ 31,591	$ 32,176

Depreciation and amortization expense consisted of the following:

	Year Ended January 31,		
(in thousands)	**2025**	**2024**	**2023**
Depreciation and amortization expense	$ 6,000	$ 5,961	$ 6,148
Amortization expense for capitalized internal-use software	$ 12,679	$ 9,505	$ 5,903

The Company capitalized internal-use software costs, including stock-based compensation, of $15.2 million, $14.2 million and $12.9 million, for the fiscal years ended January 31, 2025, 2024, and 2023, respectively.

Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following:

	January 31,	
(in thousands)	**2025**	**2024**
Bonuses	$ 20,463	$ 23,314
Commissions	15,549	18,502
Employee liabilities [(1)]	15,994	19,019
Purchased media costs [(2)]	1,456	1,683
Accrued sales and use tax liability	6,505	8,522
Accrued income taxes	10,309	4,529
Accrued deferred contract credits	896	2,204
Vendor and travel costs payable	1,334	4,160
Professional services	1,030	1,142
Withholding taxes payable	910	944
Other	4,839	9,168
Accrued Expenses and Other Current Liabilities	$ 79,285	$ 93,187

[(1)] Includes $1.0 million and $1.4 million of accrued employee contributions under the Company's 2021 ESPP at January 31, 2025 and 2024, respectively. Refer to Note 11, *Stock-Based Compensation*, for further discussion of the Company's ESPP.

[(2)] Purchased media costs consist of amounts owed to the Company's vendors for the purchase of advertising space on behalf of its customers.

7. Goodwill

The changes in the carrying amount of goodwill for the periods presented were as follows:

	January 31,	
(in thousands)	**2025**	**2024**
Balance at beginning of period	$ 50,027	$ 50,030
Effect of exchange rates	(70)	(3)
Balance at end of period	$ 49,957	$ 50,027

On an annual basis, the Company performs a goodwill impairment analysis. As discussed in Note 2,*Basis of Presentation and Summary of Significant Accounting Policies*, there was no impairment in the periods presented.

8. Leases

The Company adopted ASC 842 as of February 1, 2022. The Company has leases for corporate offices under non-cancelable operating leases with various expiration dates. The Company did not have any finance leases during the years ended January 31, 2025 and 2024.

On August 2, 2023, the Company entered into a 10-year operating lease agreement for a new corporate headquarters located in New York, NY. The Company has the option to extend the term for 60 months, which is not included in our right-of-use asset and lease liabilities, as the lease renewal is not reasonably certain to be exercised. The lease commenced on April 29, 2024, and payments began in December 2024.

The components of lease expense were as follows:

	Year Ended January 31,	
(in thousands)	**2025**	**2024**
Operating lease cost	$ 12,396	$ 11,086
Variable lease cost	1,307	1,270
Short-term lease cost	493	714
Total lease cost	$ 14,196	$ 13,070

The weighted-average remaining lease term and discount rate were as follows:

	January 31,	
	2025	2024
Weighted-average remaining lease term (in years)	7.16	6.20
Weighted-average discount rate	8.70 %	10.11 %

The maturities of lease liabilities under non-cancelable operating leases, net of lease incentives were as follows:

(in thousands)		
Fiscal year ended January 31,		
2026	$	11,365
2027		10,436
2028		8,470
2029		7,126
2030		6,047
Thereafter		22,791
Total minimum lease payments		66,235
Less: imputed interest		(17,530)
Total	$	48,705

9. Commitments and Contingencies

Contractual Obligations and Commitments

The Company has non-cancelable minimum guaranteed purchase commitments for various data, hosting and software services as of January 31, 2025 as follows:

(in thousands)		
Fiscal year ended January 31,		
2026	$	107,070
2027		120,970
2028		47,532
2029		32,750
2030	$	16,500
Total	$	324,822

Cash Collateral Agreements

In April 2023, the Company entered into cash collateral agreements with Silicon Valley Bank, a division of First Citizens Bank, in lieu of a letter of credit facility, which are associated with certain leases. Approximately $1.3 million is outstanding on these cash collateral agreements as of January 31, 2025 and 2024, which the Company has therefore classified within restricted cash. As of January 31, 2025, $0.7 million of this restricted cash is recorded within prepaid expenses and other current assets and $0.6 million is recorded within other non-current assets on the consolidated balance sheets. As of January 31, 2024, all of the restricted cash was recorded within other non-current assets on the consolidated balance sheets, due to its long-term nature.

Starting in 2023, the Company has entered into cash collateral agreements with J.P. Morgan Bank in lieu of a letter of credit facility, through which approximately $6.9 million and $5.4 million is outstanding as of January 31, 2025 and 2024, respectively. As of January 31, 2025, $1.0 million of this restricted cash is recorded within prepaid expenses and other current assets and $5.9 million is recorded within other non-current assets on the consolidated balance sheets. As of January 31, 2024, all of the restricted cash was recorded within other non-current assets on the consolidated balance sheets, due to its long-term nature.

Legal Matters

From time to time, the Company, various subsidiaries, and certain current and former officers may be named as defendants in various lawsuits, claims, investigations and proceedings arising from the normal course of business. The Company also may become involved with contract issues and disputes with customers. With respect to litigation in general, based on the Company's experience, management believes that the amount of damages claimed in a case are not a meaningful indicator of the potential liability. Claims, suits, investigations and proceedings are inherently uncertain and it is not possible to predict the ultimate outcome of cases.

The Company makes a provision for a liability relating to legal matters when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. These provisions are reviewed at least quarterly and adjusted to reflect the impacts of negotiations, estimated settlements, legal rulings, advice of legal counsel and other information and events pertaining to a particular matter. In management's opinion, resolution of all current matters is not expected to have a material adverse impact on the Company's consolidated results of operations, cash flows or financial position. However, if an unfavorable ruling were to occur in any specific period, there exists the possibility of a material adverse impact on the results of operations for that period. At January 31, 2025, the Company had no provision for liability under existing litigation.

On August 13, 2024, a putative securities class action (the "Securities Action") was filed in the U.S. District Court for the Southern District of New York, captioned *Boshart v. Sprinklr, Inc., et al.,* Case No. 1:24-cv-06132, naming the Company and certain of its officers as defendants. On November 22, 2024, the Court appointed a lead plaintiff for the putative class and changed the case title to *In re Sprinklr, Inc. Securities Litigation.* On January 24, 2025, the lead plaintiff filed an amended complaint asserting claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended, and Rule 10b-5 promulgated thereunder, on behalf of a putative class comprised of those who purchased or otherwise acquired the Company's securities between March 29, 2023 and June 5, 2024 (the "Class Period"). The amended complaint alleges that the defendants misled investors during the putative Class Period, including by failing to disclose risks associated with Sprinklr Service, one of its product suites, and that the Company was focusing resources on Sprinklr Service rather than other product suites, and primarily seeks compensatory damages for all affected members of the putative class. On March 17, 2025, the defendants moved to dismiss the amended complaint. Briefing on the motion to dismiss is scheduled to be completed by June 2, 2025. The Company intends to vigorously defend against this lawsuit. Given the nature of the case, including that the proceedings are in their early stages, the Company is unable to predict the ultimate outcome of the case or estimate the range of potential loss, if any.

On March 18, 2025, a stockholder derivative action was filed in the U.S. District Court for the Southern District of New York, captioned Coffey v. Thomas, et al., Case No. 1:25-cv-022422-UA. The complaint names the Company as a nominal defendant and purports to bring claims on behalf of the Company against certain of our current and former directors and officers for alleged violations of the federal securities laws and breaches of their fiduciary duties, among other claims, in relation to substantially the same factual allegations as those made in the Securities Action. The complaint primarily seeks to recover for the Company compensatory damages, restitution, and equitable relief in the form of certain corporate governance reforms

Other Contractual Commitments

The Company also has agreements in place related to its operating leases that impact its cash requirements. See Note 8 *Leases* for additional information.

10. Stockholders' Equity

Common Stock and Undesignated Preferred Stock

The Company has authorized 2,000,000,000 shares of Class A common stock with a par value of $0.00003 per share and 310,000,000 shares of Class B common stock with a par value of $0.00003 per share. The rights of the holders of Class A common stock and Class B common stock are identical, except with respect to voting and conversion rights. Each share of Class A common stock is entitled to one vote per share. Each share of Class B common stock is entitled to ten votes per share and is convertible into one share of Class A common stock. The holders of Class A common stock and Class B common stock are entitled to share equally, identically and ratably, on a per share basis, with respect to any dividend or distribution of cash or property paid or distributed by the Company, unless different treatment of the shares of the affected class is approved by the affirmative vote of the holders of a majority of the outstanding shares of such affected class, voting separately as a class.

Common Stock Warrants

In fiscal year 2021, the Company issued warrants allowing the holders to purchase up to 2.5 million shares of common stock for $10.00 per share. The warrants expire on October 7, 2025. As of January 31, 2025 and 2024, there were warrants to purchase up to 2.5 million shares of common stock outstanding.

Share Repurchase Program

On January 4, 2024, the Company announced that its board of directors authorized and approved a share repurchase plan, (the "2024 Share Repurchase Program"), which authorized the Company to periodically repurchase up to $100 million of its Class A common stock through December 31, 2024. On both March 26, 2024 and June 3, 2024, the Company's board of directors approved an additional $100 million of repurchases under the 2024 Share Repurchase Program, bringing the total amount authorized for purchase under the 2024 Share Repurchase Program to $300 million.

During the year ended January 31, 2024, the Company repurchased 2,400,338 shares of its Class A common stock for an aggregate cost of $29.6 million, including commissions. Additionally, the Company repurchased 25,460,052 shares of its Class A common stock for an aggregate cost of $271.0 million, including commissions, during year ended January 31, 2025. All of the Company's repurchases are subject to an excise tax enacted by the Inflation Reduction Act of 2022 (the "IRA"). The Company recorded excise taxes of $1.9 million during the year ended January 31, 2025 as part of the cost basis of shares acquired in its consolidated statement of stockholders' equity. All of the shares repurchased have been returned to the Company's authorized but unissued share reserve. During the second quarter of fiscal year 2025, the Company completed the full purchase authorization of $300 million under the 2024 Share Repurchase Program**.**

11. Stock-Based Compensation

Equity Incentive Plans

The Sprinklr, Inc. 2011 Equity Incentive Plan (the "2011 Plan") provided certain equity grants to the Company's employees, directors, consultants and service providers. The 2011 Plan was terminated as to future awards in June 2021 upon the adoption of the Sprinklr, Inc. 2021 Equity Incentive Plan (the "2021 Plan"), although it continues to govern the terms of any equity grants that remain outstanding under the 2011 Plan.

The Company's board of directors adopted the 2021 Plan in May 2021, which was subsequently approved by its stockholders and became effective on June 22, 2021. Initially, the maximum number of shares of the Company's Class A common stock that may be issued under the 2021 Plan was 80,401,680 shares, which included (i) 25,480,000 new shares of Class A common stock and (ii) shares subject to outstanding awards granted under the 2011 Plan that expire or otherwise terminate or that are not issued or are otherwise reacquired by the Company under certain circumstances. The 2021 Plan provides that the number of shares reserved and available for issuance under the 2021 Plan will automatically increase each January 1, beginning on January 1, 2022 and ending on (and including) January 1, 2031, by an amount equal to 5% of the number of our Class A and Class B common stock outstanding on the immediately preceding December 31 or such lesser number of shares as determined by the Company's board of directors. As of January 31, 2025, there were 38,827,197 shares available for grant under the 2021 Plan.

The 2021 Plan provides for the grant of incentive stock options, non-statutory stock options, stock appreciation rights, restricted stock awards, RSUs, PSUs, and other forms of awards to employees, directors and consultants, including employees and consultants of the Company's affiliates, as permitted by law. Stock options and RSUs generally vest over a service period of four years and stock options have a contractual term of 10 years.

Performance-Based Stock Units

In January 2021, the Company granted 3,100,000 PSUs to certain executives that vest over a five-year period if certain performance and market conditions are met ("2021 PSUs"). The performance condition was met on June 22, 2021, the effective date of the Company's registration statement, filed in connection with its IPO. The market conditions of the 2021 PSUs will be achieved on the date, following the IPO, on which the volume weighted-average trading price of the Company's Class A common stock has, for 45 consecutive trading days, equaled or exceeded predetermined threshold prices ranging between $30 and $100. If the first threshold of $30 is not met, then no shares will vest. Each 2021 PSU is equal to and paid in one share of Class B common stock. The number of shares actually issued will range from zero to 3,100,000 shares in the aggregate. If the market conditions are not met on or prior to the five year anniversary of the grant date, the associated awards will not vest and be subsequently cancelled.

Upon effectiveness of the Company's registration statement on June 22, 2021, the Company recognized cumulative stock-based compensation for the 2021 PSUs based on the proportion of the requisite service period already completed since the date of grant. The remaining stock-based compensation is recognized over the subsequent remaining requisite service period.

As of January 31, 2025, the Company had 780,000 2021 PSUs outstanding, as certain awards have been cancelled due to grantee departures. The market conditions have not yet been met as of January 31, 2025. If the market conditions are not met on or prior to January 28, 2026, the associated awards will not vest and will be subsequently cancelled.

In November 2024, the Company granted 2,137,500 PSUs to its new CEO that vest after a three-year period if certain market and performance conditions are met ("2024 PSUs"). Seventy-five percent of the 2024 PSUs are associated with a market condition relating to total shareholder return ("Market Condition 2024 PSUs") and twenty-five percent of the 2024 PSUs are associated with a performance condition relating to the achievement of an internal metric calculated based on revenue and non-GAAP operating income growth over a three-year period ("Performance Condition 2024 PSUs"). The number of shares to be issued will range from zero to 4,275,000 shares in the aggregate as each of the Market Condition 2024 PSUs and Performance Condition 2024 PSUs will vest between zero and 200% depending on the achievement level of the market and performance conditions, respectively. If the market or performance conditions are not met on November 5, 2027, the associated awards will not vest and will be subsequently cancelled.

To determine the fair value of the Market Condition 2024 PSUs, the Company utilized a Monte Carlo simulation, a computational algorithm which allowed the Company to model the impact of one or more, often uncertain, variables on the value of complex securities and evaluate many possible outcomes to forecast the stock price of the Company. The Company applied an annual equity volatility of 53.7%, a risk-free rate of 4.13%, fair value of common stock of $8.21, an expected dividend yield of zero and an expected term of three years to arrive at a valuation of $11.82 on the grant date. To determine the fair value of the Performance Condition 2024 PSUs, the stock price of $8.21 per share was utilized, as the observable market price on grant date is the best measure of fair value. As of January 31, 2025, it was deemed probable that 100% of the Performance Condition 2024 PSUs will vest. As of January 31, 2025, the Company had 2,137,500 2024 PSUs outstanding.

Former Chief Executive Officer Stock Option Agreement

In March 2019, the Company granted options to purchase 9,274,528 shares of common stock to its then Chief Executive Officer. The grant was split into four tranches, each covering 2,318,632 shares of common stock. Tranche 1 was service-based and vested over three years, with the full amount of the related stock-based compensation recognized by March 2022. Tranches 2, 3 and 4 are performance-based, with tranche 2 vesting upon the date of effectiveness of the Company's registration statement and tranches 3 and 4 vesting if the Company's share price equals or exceeds certain values at or after the date of the effectiveness the Company's registration statement.

For the 6,955,896 options that were subject to the performance condition satisfied upon the effectiveness of the Company's registration statement, stock-based compensation expense remained unrecognized until the effective date of June 22, 2021. On this date, the 2,318,632 options under tranche 2 vested and the Company recognized cumulative stock-based compensation expense using the accelerated attribution method for the portion of the options for which the service-based vesting condition was fully or partially satisfied. On August 4, 2021, market conditions related to tranche 3 were satisfied, vesting 2,318,632 options. As market conditions associated with tranche 4 were not met by May 1, 2023, the 2,318,632 options associated with this tranche were subsequently cancelled. As of January 31, 2025, 6,955,896 options remain outstanding under this award.

Summary of Stock Option Activity

A summary of the Company's stock option activity for the year ended January 31, 2025 is as follows:

	Number of Stock Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life	Aggregate Intrinsic Value
	(in thousands)		*(in years)*	*(in thousands)*
Outstanding as of January 31, 2024	23,267	$ 6.66	5.9	$ 136,602
Exercised	(3,545)	5.57		
Forfeited	(1,150)	11.09		
Expired	—	0.59		
Outstanding as of January 31, 2025	18,572	$ 6.60	4.7	$ 56,997
Exercisable as of January 31, 2025	17,424	$ 6.25	4.5	$ 56,800
Vested and expected to vest as of January 31, 2025	18,540	$ 6.59	4.7	$ 56,964

	Year Ended January 31,		
(in thousands)	**2025**	**2024**	**2023**
Intrinsic value of options exercised	$ 19,423	$ 58,565	$ 32,391
Estimated grant date fair value of options vested in the period	$ 12,601	$ 12,954	$ 32,085

There were no options granted during the years ended January 31, 2025 and January 31, 2023. The weighted-average grant date fair value of options granted in the year ended January 31, 2024 was $7.56.

Determining Fair Value of Stock Options

The fair value of each option grant with service and performance conditions is estimated on the date of grant using the Black-Scholes option valuation model.The following assumptions were used to estimate the fair value of options granted to employees:

	Year Ended January 31,		
	2025	**2024**	**2023**
Expected term (in years)	(a)	6.1	(a)
Risk-free interest rate	(a)	3.5%	(a)
Expected volatility	(a)	60.1%	(a)
Expected dividend rate	(a)	0%	(a)
Fair value of common stock	(a)	$12.85	(a)

[(a)] In fiscal years ended January 31, 2025 and January 31, 2023, no stock options were granted.

The assumptions were based on the following for each of the periods presented:

Expected term—The expected term represents the period that the Company's stock-based awards are expected to be outstanding. As all of the Company's option grants are considered to be "plain vanilla," the Company determined the expected term using the simplified method. The simplified method calculates the expected term as the average of the time-to-vesting and contractual terms of the stock-based award.

Risk-free interest rate—The risk-free interest rate is based on U.S. Treasury zero coupon issues with remaining terms similar to the expected term on the options.

Expected volatility—Because the Company had limited trading history by which to determine the volatility of its own common stock price, the expected volatility being used is derived from the historical stock volatilities of a representative industry peer group of comparable publicly listed companies over a period approximately equal to the expected term of the options.

Expected dividend rate—The Company has never declared or paid any cash dividends and does not anticipate paying cash dividends in the foreseeable future, and, therefore, used an expected dividend yield of zero in the valuation model.

Fair value of common stock – Prior to the IPO, the fair value of common stock underlying the stock options had historically been determined by the Company's board of directors, with input from the Company's management and its valuations from an independent third-party valuation specialist. The Company's board of directors previously determined the fair value of the common stock at the time of grant of the options by also considering a number of objective and subjective factors, including valuations of comparable companies, sales of common stock to unrelated third parties, operating and financial performance, the lack of liquidity of the Company's capital stock, and general and industry-specific economic outlook. Subsequent to the IPO, the Company determines the fair value using the closing price, on the date of grant, of the Company's Class A common stock, which is publicly traded on the NYSE.

Forfeiture rate—The Company estimates forfeitures at the time of grant and revises those estimates in subsequent periods if actual forfeitures differ from those estimates. For executive employees, the forfeiture rate is zero and for non-executive employees the estimated forfeiture rate assumes that the likelihood that an award will be forfeited decreases through the passage of time.

Restricted Stock Units

A summary of the Company's RSU activity for the year ended January 31, 2025 is as follows:

(in thousands except per share data)	Number of Restricted Stock Units	Weighted Average Grant Date Fair Value
Outstanding as of January 31, 2024	9,259	$ 12.61
Granted	13,832	9.86
Released	(3,317)	12.75
Cancelled/forfeited	(5,024)	11.23
Outstanding as of January 31, 2025	14,750	$ 10.46

In January 2021, the Company granted 300,000 RSUs with a performance condition. These RSUs vest over a five-year period, with 20% met after one year and then equal quarterly installments over the succeeding four years if a certain performance condition is met. The performance condition was met upon the effective date of the Company's registration statement, filed in connection with its IPO, June 22, 2021. Stock-based compensation related to these RSUs remained unrecognized prior to effectiveness of the Company's registration statement as the performance condition was not yet deemed probable. On June 22, 2021, the Company recognized cumulative stock-based compensation based on the proportion of the requisite service period already completed since the date of grant. The remaining stock-based compensation is being recognized over the subsequent remaining requisite service period.

In November 2024, the Company granted its new CEO 2,137,500 RSUs. 1,425,000 of these RSUs vest over three years, with one-third of the total shares vesting after a one year cliff and the remainder vesting quarterly thereafter. The remaining 712,500 RSUs vest over four years, with one-fourth of the total shares vesting after a one year cliff and the remainder vesting quarterly thereafter.

Employee Stock Purchase Plan

In June 2021, the Company's ESPP became effective. The ESPP initially reserved up to 5,100,000 shares of the Company's Class A common stock to certain eligible employees or, as designated by the board of directors. The number of shares reserved for issuance under the ESPP automatically increases each January 1, beginning on January 1, 2022 and ending on (and including) January 1, 2031, by an amount equal to the lesser of (i) 1% of the outstanding number of shares of Class A and Class B common stock on the immediately preceding December 31 and (ii) 15,300,000, or such lesser number of shares as determined by the Company's board of directors. The ESPP is intended to qualify as an 'employee stock purchase plan' under Section 423 of the Internal Revenue Code and also contains the necessary rights to permit participation by eligible employees who are foreign nationals or employed outside of the United States while complying with applicable foreign laws. The Company had 6,727,997 shares reserved for future issuance as of January 31, 2025.

Under the ESPP, employees may purchase common stock through payroll deductions at a price equal to 85% of the lower of the fair market value of the Class A common stock on (i) the first trading day of each offering period and (ii) the last trading day of each related offering period. The ESPP provides for consecutive offering periods that will typically have a duration of approximately 12 months in length and is comprised of two purchase periods of approximately six months in length. The offering periods are scheduled to start on the first trading day on or after June 15 and December 15 of each year, subject to a reset provision. The first offering period commenced on June 23, 2021.

If the fair market value of the Company's stock on the offering date is higher than the fair market value of the Company's stock on the last day of any applicable purchase period, participants will be withdrawn from the ongoing offering period and automatically be enrolled in the subsequent offering period, resulting in modification accounting. Total incremental expense as a result of modifications was $1.7 million, $0.2 million and $2.4 million for fiscal years 2025, 2024 and 2023, respectively, which will be recognized over the new offering periods.

ESPP employee payroll contributions accrued as of January 31, 2025 and 2024 totaled $1.0 million and $1.4 million, respectively, and are included within accrued expenses and other current liabilities in the consolidated balance sheet. Employee payroll contributions ultimately used to purchase shares will be reclassified to stockholders' equity on the purchase date. The Company recorded stock-based compensation of $3.0 million, $3.7 million and $8.6 million during the years ended January 31, 2025, 2024 and 2023, respectively, in connection with the ESPP.

The fair value of share purchase rights granted under the ESPP was estimated on the date of grant using the Black-Scholes option pricing model with the following assumptions:

	Year Ended January 31,		
	2025	2024	2023
Expected term (in years)	0.5 - 1.0	0.5 - 1.0	0.5 - 1.0
Risk-free interest rate	4.2% - 5.3%	4.9% - 5.3%	2.2% - 4.6%
Expected volatility	39.5% - 54.3%	49.4% - 67.4%	66.2% - 81.9%
Expected dividend rate	0%	0%	0%
Fair value of common stock	$8.82 - $9.42	$11.48 - $14.58	$8.84 - $9.84

Stock-Based Compensation Expense

Stock-based compensation expense included in operating results was allocated as follows:

	Year Ended January 31,		
(in thousands)	2025	2024	2023
Cost of subscription	$ 1,323	$ 1,130	$ 1,528
Cost of professional	1,387	1,450	2,249
Research and development	11,404	11,566	10,678
Sales and marketing	21,331	24,477	26,651
General and administrative	24,072	17,134	14,411
Stock-based compensation, net of amounts capitalized	59,517	55,757	55,517
Capitalized stock-based compensation	2,538	2,473	2,540
Total stock-based compensation	$ 62,055	$ 58,230	$ 58,057

	Year Ended January 31,		
(in thousands)	2025	2024	2023
Equity classified awards [1]	$ 61,055	$ 57,230	$ 57,057
Other awards [2]	1,000	1,000	1,000
Total stock-based compensation	$ 62,055	$ 58,230	$ 58,057

	Year Ended January 31,		
(in thousands)	2025	2024	2023
Stock options	$ 9,745	$ 15,125	$ 23,454
Performance-based stock units [3]	1,617	(296)	(55)
Restricted stock units	46,683	38,684	24,963
Employee stock purchase plan	3,010	3,717	8,695
Total stock-based compensation	$ 61,055	$ 57,230	$ 57,057

[1] Expense associated with equity-classified awards includes $3.0 million, $3.7 million and $8.6 million of ESPP expense recognized during the years ended January 31, 2025, 2024 and 2023, respectively.

[2] Non-employee grant recorded over five years, representing the same period and in the same manner as if the grantor had paid cash for the services instead of paying with or using the share-based payment award.

[3] The stock-based compensation for performance-based stock units during the year ended January 31, 2023 includes the impact of stock-based compensation modifications.

As of January 31, 2025, total unrecognized compensation cost related to unvested awards not yet recognized under all equity compensation plans, was as follows:

(in thousands)	January 31, 2025	
	Unrecognized Expense	Weighted Average Expense Recognition Period (in years)
Stock options	$ 7,393	1.8
Performance share units	$ 22,080	2.7
Restricted stock units	$ 113,679	2.7
ESPP	$ 1,384	0.9

12. Net Income (Loss) Per Share

Basic net income (loss) per share is computed by dividing net income (loss) attributable to common stockholders (the numerator) by the weighted-average number of common shares outstanding (the denominator) for the period. Diluted net income (loss) per share is calculated by giving effect to all potential dilutive common stock equivalents, which includes stock options, restricted stock units and other awards. In periods of losses, diluted loss per share is computed on the same basis as basic loss per share as the inclusion of any other potential shares outstanding would be anti-dilutive.

The Company has two classes of common stock: Class A common stock and Class B common stock. The rights of the holders of Class A common stock and Class B common stock are identical, except with respect to voting, conversion and transfer rights. As the liquidation and dividend rights are identical, the undistributed earnings are allocated on a proportionate basis to each class of common stock and the resulting basic and diluted net income (loss) per share attributable to common stockholders are, therefore, the same for both Class A and Class B common stock on both an individual and combined basis.

The following table sets forth the computation of basic and diluted net income (loss) per share:

(in thousands, except per share data)	Year Ended January 31, 2025	2024	2023
Net income (loss) per share – basic:			
Numerator:			
Net income (loss)	$ 121,609	$ 51,403	$ (55,742)
Denominator:			
Weighted-average shares outstanding used in computing net income (loss) per share, basic	260,241	269,974	259,530
Net income (loss) per common share, basic	$ 0.47	$ 0.19	$ (0.21)
Net income (loss) per share - diluted:			
Numerator:			
Net income (loss)	$ 121,609	$ 51,403	$ (55,742)
Denominator:			
Weighted-average shares outstanding used in computing net income (loss) per share, basic	260,241	269,974	259,530
Weighted-average effect of diluted securities:			
Stock options	7,563	11,749	—
PSUs	244	—	—
RSUs	6,725	4,783	—
Common stock warrants	—	587	—
Weighted-average shares outstanding used in computing net income (loss) per share, diluted	274,773	287,093	259,530
Net income (loss) per common share, diluted	$ 0.44	$ 0.18	$ (0.21)

Potentially dilutive securities that were not included in the diluted per share calculations because they would be anti-dilutive were as follows:

	Year Ended January 31,		
(in thousands)	**2025**	**2024**	**2023**
Stock options	4,870	2,595	33,049
PSUs	1,314	780	1,450
RSUs	2,872	415	9,400
ESPP	100	91	168
Warrants to purchase common stock	39	—	2,500
Total shares excluded from net income (loss) per share	9,195	3,881	46,567

13. Income Taxes

The domestic and foreign component of the income (loss) before provision for income taxes was as follows:

	Year Ended January 31,		
(in thousands)	**2025**	**2024**	**2023**
Domestic	$ 18,464	$ 32,033	$ (70,072)
Foreign	29,828	28,489	22,604
Total	$ 48,292	$ 60,522	$ (47,468)

The (benefit) provision for income taxes consisted of the following:

	Year Ended January 31,		
(in thousands)	**2025**	**2024**	**2023**
Current tax provision:			
Federal	$ —	$ —	$ —
State	1,834	207	69
Foreign	12,875	11,788	8,039
Total current tax provision	$ 14,709	$ 11,995	$ 8,108
Deferred tax (benefit) expense:			
Federal	$ (69,072)	$ 94	$ 92
State	(17,795)	108	142
Foreign	(1,159)	(3,078)	(68)
Total deferred tax (benefit) expense	(88,026)	(2,876)	166
Total (benefit) provision for income taxes	$ (73,317)	$ 9,119	$ 8,274

A reconciliation of the U.S. federal statutory income tax rate to the Company's effective tax rate was as follows:

	Year Ended January 31,		
	2025	2024	2023
U.S. federal statutory rate	21.0 %	21.0 %	21.0 %
Effect of:			
State taxes, net of U.S. federal benefit	2.6	2.4	2.2
Foreign taxes in excess of the U.S. rate differential	1.4	1.6	(3.7)
Foreign withholding taxes	6.3	6.1	(1.8)
Non-deductible expenses	4.2	0.3	(11.4)
Non-deductible officer's compensation	7.9	16.3	(2.7)
Changes in valuation allowance	(199.5)	(31.3)	(15.9)
Excess tax benefits related to shared based compensation	(4.1)	(3.6)	4.4
Global Intangible Low Taxed Income (GILTI) inclusion	—	0.3	(12.7)
Impact of disregarded entity elections	7.0	—	—
Other	1.4	2.0	3.1
Effective tax rate	(151.8)%	15.1 %	(17.5)%

Deferred Tax Assets and Liabilities

The components of deferred tax assets and liabilities were as follows:

	January 31,	
(in thousands)	2025	2024
Deferred tax assets:		
Net operating loss carryforward	$ 90,177	$ 112,671
Accrued compensation	6,911	1,866
Accrued commissions	4,847	1,406
Fixed assets and intangibles	3,486	882
Allowance for doubtful accounts	2,137	1,294
Deferred revenue	2,012	337
Stock-based compensation	8,800	4,962
Lease liabilities	11,719	1,731
Other	8,751	—
Total deferred tax assets	138,840	125,149
Less valuation allowance	(705)	(86,203)
Deferred tax assets, net of valuation allowance	138,135	38,946
Deferred tax liabilities		
Fixed assets and intangibles	—	(876)
Capitalized commission costs	(34,834)	(33,379)
Lease right-of-use	(10,638)	(1,525)
Other	(2,329)	(332)
Total deferred tax liabilities	(47,801)	(36,112)
Net deferred tax assets[1]	$ 90,334	$ 2,834

[1] Deferred tax assets of $90.4 million and $4.3 million are recorded within other non-current assets on the consolidated balance sheets as of January 31, 2025 and 2024, respectively .

At January 31, 2025, for U.S. federal income tax purposes, the Company had net operating loss ("NOL") carryforwards of approximately $335.7 million, which expire in fiscal 2034 through fiscal 2038. The U.S. federal net operating losses generated after

fiscal 2019 do not expire and may be carried forward indefinitely.For U.S. states income tax purposes, the Company had net operating loss carryforwards of approximately $258.9 million, which expire in various years beginning from fiscal 2026 through fiscal 2042. As of January 31, 2025, based on the relevant weight of positive and negative evidence, including the amount of our taxable income in recent years which is objective and verifiable, and consideration of our expected future taxable earnings, we have now recognized deferred tax assets without an offsetting valuation allowance for these federal and state NOLs. For foreign income tax purposes, the Company had net operating loss carryforwards of approximately $6.9 million, which expire beginning fiscal 2026.

Utilization of the Company's net operating loss carryforwards may be subject to an annual limitation as a result of an ownership change, as defined under the provisions of Section 382 of the Code and similar state provisions. Such an annual limitation could result in the expiration of the net operating loss carryforwards before utilization. Analysis has been conducted to determine whether an ownership change had occurred since inception. This analysis has indicated that although ownership changes have occurred in a prior year, the net operating losses would not expire before utilization as a result of the ownership change. In the event that the Company has subsequent changes in ownership, net operating losses and research and development credit carryovers could be limited and may expire unutilized as a result of the subsequent ownership change. Utilization of the Company's foreign NOL carryforwards in the future will be dependent upon the local tax law and regulation.

The Company had a valuation allowance of $0.7 million and $86.2 million as of January 31, 2025 and 2024, respectively. We monitor the realizability of our deferred tax assets taking into account all relevant factors at each reporting period. As of January 31, 2025, based on the relevant weight of positive and negative evidence, including cumulative taxable income over the past three years, which is objective and verifiable, and consideration of our expected future taxable earnings, we concluded that it is more likely than not that our U.S. federal and state deferred tax assets are realizable. As such, we released $87.1 million of our valuation allowance associated with the U.S. federal and state deferred tax assets.

Following an assessment of the realizability of deferred tax assets in Brazil and Japan, the Company released its previously established valuation allowances on these assets, resulting in a $3.3 million tax benefit being recorded during the year ended January 31, 2024.

The Company has not recorded deferred income taxes and withholding taxes with respect to the undistributed earnings of its foreign subsidiaries, as such earnings are determined to be reinvested indefinitely. If those earnings were repatriated, in the form of dividends or otherwise, the Company could be subject to U.S. income taxes and withholding taxes to the various foreign countries. As of January 31, 2025, the Company had $85.4 million of earnings indefinitely reinvested outside of the U.S. Due to complexities in the laws of the foreign jurisdictions and the assumptions that would have to be made, it is not practicable to estimate the amount of tax associated with such unremitted earnings.

The IRA was signed into law on August 16, 2022. The bill was meant to address the high inflation rate in the U.S. through various climate, energy, healthcare, and other incentives. These incentives are meant to be paid for by the tax provisions included in the IRA, such as a new 15 percent corporate minimum tax, a new excise tax on stock buybacks, additional IRS funding to improve taxpayer compliance, and other items. As of January 31, 2025, the Company has accrued $1.9 million of excise taxes associated with the 2024 Share Repurchase Program. At this time, none of the IRA tax provisions are expected to have a material impact to the Company's fiscal year 2025 tax provision. The Company will continue to monitor for updates to the Company's business along with guidance issued with respect to the IRA.

Unrecognized Tax Benefits and Other Considerations

The Company records liabilities related to its uncertain tax positions. The Company recognizes the tax benefit of an uncertain tax position only if it is more likely than not that the position is sustainable upon examination by the taxing authority, based on the technical merits. The tax benefit recognized is measured as the largest amount of benefit that is greater than 50 percent likely to be realized upon settlement with the taxing authority. The Company records interest and penalties related to unrecognized tax benefits within the Company's provision for income taxes.

A reconciliation of the beginning and ending balance of total gross unrecognized tax benefits for the year ended January 31, 2025:

	Year Ended January 31,		
(in thousands)	**2025**	**2024**	**2023**
Balance at beginning of period	$ 2,436	$ 1,728	$ 1,539
Tax positions taken during a prior year:			
Gross decreases	—	—	(288)
Tax positions taken during the current year:			
Gross increases	666	708	477
Balance at end of period	$ 3,102	$ 2,436	$ 1,728

As of January 31, 2025, the Company had recorded unrecognized tax benefits of $3.1 million that, if recognized, would benefit the Company's effective tax rate. As of January 31, 2024, the Company had recorded unrecognized tax benefits of $2.4 million that, if recognized, would benefit the Company's effective tax rate.

The Company recognized immaterial amounts of interest and penalties related to income tax matters as a component of income tax expense during the years ended January 31, 2025, 2024, and 2023. In addition, the Company accrued immaterial amounts related to penalties and interest as of January 31, 2025 and 2024.

The Company's India subsidiary is currently under audit in India for tax years 2016 through 2018. Related to the audit by the India tax authorities, it is reasonably possible that the Company's uncertain tax positions could change within the next 12 months. An estimate of the range of any change cannot be made. The Company believes that it has recorded all appropriate provisions for all jurisdictions and open years. However, the Company can give no assurance that taxing authorities will not propose adjustments that would increase its tax liabilities. The Company is not currently under audit by the IRS or any other taxing authority in any other material jurisdiction.

Because of net operating loss carryforwards, all of the Company's tax years dating to inception in 2012 remain open to tax examination in U.S. and certain state tax jurisdictions. For India, tax years from 2016 remain open. For other major non-U.S. jurisdictions, tax years from 2019 to present remain open to tax examination.

14. Restructuring

In February 2023, the Company implemented an approved plan for restructuring its global workforce by approximately 4% to reduce operating costs and better align its workforce with the needs of its business. The majority of the associated costs, including severance and benefits, were incurred in the first half of fiscal year 2024. For the year ended January 31, 2024, the Company incurred a total of $4.3 million in restructuring costs of which $4.1 million and $0.2 million are recorded within sales and marketing expense and general and administrative expense, respectively, on the Company's condensed consolidated statement of operations. As of January 31, 2024, all of these restructuring costs had been paid.

In May 2024, the Company implemented an approved plan for restructuring its global workforce by approximately 3% to reduce operating costs and better align its workforce with the needs of its business. The majority of the associated costs, including severance and benefits, were incurred in the second quarter of fiscal year 2025. For the year ended January 31, 2025, the Company incurred a total of $2.8 million in restructuring costs, $2.0 million of which are recorded within sales and marketing expense on the Company's condensed consolidated statements of operations and $0.4 million, $0.3 million, and $0.1 million being recorded within research and development, costs of professional services, and general and administrative, respectively. As of January 31, 2025, all restructuring costs have been paid.

15. Segment and Geographic Information

The Company's operations consist of one operating and reportable segment reflecting the manner in which operations are managed and the criteria used by the CODM, the Company's Chief Executive Officer, to evaluate performance, develop strategy, and allocate resources. Our one segment provides enterprise cloud software products that enable organizations to do marketing, advertising, research, care, sales and engagement across modern channels including social, messaging, chat and text through its Unified Customer Experience Management software platform. The CODM makes operating performance assessments and resource allocation decisions on a global basis using net income (loss), which is also reported on the consolidated statements of operations as "net income (loss)." Our CODM uses net income (loss) to make operating decisions based on historical results and forecasts for future periods. The measure of segment assets is reported on its consolidated balance sheets as "total assets." There is no expense or asset information that is supplemental to those disclosed in these consolidated financial statements that is regularly provided to the CODM. Other segment items included in consolidated net income (loss) are depreciation and amortization, interest income and (benefit) provision for income taxes, which are included in the consolidated statements of operation or within other notes to these consolidated financial statements. The accounting policies of our reportable segment are the same as our consolidated accounting policies.

The following table summarizes the revenue by region based on the shipping address of customers who have contracted to use the cloud-based software platform:

	Year Ended January 31,		
(in thousands)	**2025**	**2024**	**2023**
Americas	$ 466,003	$ 435,315	$ 397,616
EMEA	269,007	237,875	176,777
Other	61,384	59,170	43,797
	$ 796,394	$ 732,360	$ 618,190

The United States was the only country that represented more than 10% of the Company's revenues, comprising $433.7 million, $407.2 million and $373.1 million in the years ended January 31, 2025, 2024 and 2023, respectively.

Long-lived assets by geographical region are based on the location of the legal entity that owns the assets.As of January 31, 2025 and 2024, long lived assets by geographic region were as follows:

	January 31,	
(in thousands)	**2025**	**2024**
Americas	$ 24,792	$ 22,653
EMEA	2,380	3,854
Other	4,419	5,669
	$ 31,591	$ 32,176

Fixed assets held in the United States were $24.8 million and $22.5 million at January 31, 2025 and 2024, respectively. Right of use assets of $44.6 million and $31.1 million at January 31, 2025 and 2024, respectively, are not included in the table above, of which $19.6 million and $3.3 million were held in the United States at January 31, 2025 and 2024, respectively, and $14.9 million and $16.8 million were held in India at January 31, 2025 and 2024, respectively.

16. Related Parties

The Company engaged Lyearn Inc. ("Lyearn"), a learning management system company that is wholly owned by Ragy Thomas, our Founder and Chairman, in connection with the provision of digital training services to the Company's employees and certain Sprinklr customers. The Company paid approximately $0.1 million**,** $0.2 million, and nil to Lyearn in connection with the digital training services provided to employees for the year ended January 31, 2025, 2024, and 2023, respectively. The Company paid approximately $0.1 million to Lyearn in connection with the digital training services provided to a customer for each of the years ended January 31, 2025, 2024, and 2023, respectively.

The Company recognized expenses of $0.2 million during each of the years ended January 31, 2025, 2024, and 2023. As of January 31, 2025 and January 31, 2024, the Company had outstanding payables of $0.1 million and $0.2 million, respectively, related to the arrangements.

This related party transaction has been reviewed and approved by the audit committee of the Company's board of directors.

17. Employee Benefit Plans

The Company provides benefit plans for its employees in the United States. The Sprinklr 401(k) Plan is available to all eligible employees on the Company's U.S. payroll who are automatically enrolled for pre-tax deferrals on the first pay date after satisfying the eligibility requirements. The Sprinklr 401(k) Plan is qualified under Section 401(k) of the Internal Revenue Code and provides employees with tax-deferred and after-tax salary deductions, up to a maximum allowable limit, and alternative investment options. Employees may contribute up to the lesser of 100% of their eligible compensation or the statutory prescribed annual limit. Starting in 2022, the Company makes a matching contribution equal to 30% of a participant's eligible compensation up to the first 4% of such person's elected deferral.

The Company's defined contribution plan in the United Kingdom is available to all employees on the Company's U.K. payroll in accordance with the U.K. government regulations. Under this plan, employees can defer a percentage of their paycheck to a tax-deferred account. The Company contributes as per the local statutory regulations.

The amounts the Company contributed to defined contribution plans were immaterial during fiscal years ended January 31, 2025, 2024 and 2023.

18. Subsequent events

In February 2025, the Company implemented an approved plan for restructuring its global workforce by approximately 5% to help position the Company for long-term success by realigning employee costs with the current business and freeing up capital for incremental investments. The Company estimates that it will incur approximately $22 million in restructuring charges associated with this action. The majority of the associated costs, including severance, benefits and the acceleration of equity awards, are expected to be incurred in the first half of fiscal 2026.

Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosures

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), that are designed to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and (ii) accumulated and communicated to our management, including our Chief Executive Officer (the "CEO") and Chief Financial Officer (the "CFO"), as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Pursuant to Rules 13a-15(e) and 15d-15(e) under the Exchange Act, our management, with the participation of our CEO and CFO, performed an evaluation of the effectiveness of our disclosure controls and procedures as of January 31, 2025. Based on such evaluation, our CEO and CFO concluded that our disclosure controls and procedures were effective.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13-a-15(f) and 15d-15(f) of the Exchange Act). Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Our internal control over financial reporting is a process designed under the supervision of our CEO and CFO to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our financial statements for external reporting purposes in accordance with U.S. generally accepted accounting principles.

Our management, with the participation of the CEO and CFO, under the oversight of our board of directors, evaluated the effectiveness of our internal control over financial reporting as of January 31, 2025 using the Internal Control - Integrated Framework (2013), issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on that evaluation, management concluded that our internal control over financial reporting was effective as of January 31, 2025.

Attestation Report of the Registered Public Accounting Firm

The effectiveness of our internal control over financial reporting as of January 31, 2025 has been audited by KPMG LLP, an independent registered public accounting firm, as stated in its attestation report, which is included herein.

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting (as defined in Rules 13a-15(d) and 15d-15(d) under the Exchange Act) that occurred during the three months ended January 31, 2025 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

Our management, including our principal executive officer and principal financial officer, do not expect that our disclosure controls or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. The inherent limitations in all control systems include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the controls. The design of any system of controls is also based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Item 9B. Other Information

Insider Trading Arrangements

During our last fiscal quarter, none of our directors and officers (as defined in Rule 16a-1(f) under the Exchange Act) adopted or terminated any contracts, instructions or written plans for the purchase or sale of the Company's securities.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

Part III

Item 10. Directors, Executive Officers and Corporate Governance

Information About Our Directors

Information regarding our Directors required by this item will be contained in our 2025 Proxy Statement under the caption “Information Regarding Director Nominees and Continuing Directors,” and is hereby incorporated by reference.

Information About Our Executive Officers

Information regarding our Directors required by this item will be contained in our 2025 Proxy Statement under the caption “Executive Officers,” and is hereby incorporated by reference.

Identification of Audit Committee and Financial Experts

Information regarding our Audit Committee and Financial Experts required by this item will be contained in our 2025 Proxy Statement under the caption “Information Regarding the Board of Directors and Corporate Governance—Information Regarding Committees of the Board of Directors,” and is hereby incorporated by reference.

Material Changes to Procedures for Recommending Directors

Information regarding our Procedures for Recommending Directors required by this item will be contained in our 2025 Proxy Statement under the caption “Information Regarding the Board of Directors and Corporate Governance—Information Regarding Committees of the Board of Directors,” and is hereby incorporated by reference.

Code of Conduct and Ethics

Our board of directors has adopted the Sprinklr, Inc. Code of Conduct and Ethics that applies to all officers, directors and employeesThis includes our principal executive officer, principal financial officer and principal accounting officer or controller or persons performing similar functions. The Code of Conduct and Ethics is available on our website at investors.sprinklr.com. If we make any substantive amendments to the Code of Conduct and Ethics or grant any waiver from a provision of the Code of Conduct and Ethics to any principal executive officer, principal financial officer, principal accounting officer or controller, persons performing similar functions to our directors, we will promptly disclose the nature of the amendment or waiver on our website rather than by filing a Current Report on Form 8-K. Information contained on, or that can be accessed through, our website is not incorporated by reference into this Form 10-K, and you should not consider information on our website to be part of this Form 10-K.

Insider Trading Policy

Our board of directors has adopted the Sprinklr, Inc. Insider Trading Policy (the “Insider Trading Policy”), governing the purchase, sale, and/or other dispositions of our securities by directors, executive officers, employees and certain other persons. We believe that the Insider Trading Policy is reasonably designed to promote compliance with insider trading laws, rules and regulations and applicable NYSE listing standards. From time to time, we have engaged in transactions in our securities. It is our policy to comply with applicable laws and regulations relating to insider trading. A copy of the Insider Trading Policy is incorporated by reference as Exhibit 19.1 to this Form 10-K.

Delinquent Section 16(a) Reports

Information regarding compliance with Section 16(a) of the Exchange Act required by this item will be contained in our 2025 Proxy Statement under the caption “Delinquent Section 16(a) Reports,” if any, and is hereby incorporated by reference.

Item 11. Executive Compensation

Information regarding our Executive Compensation required by this item will be contained in our 2025 Proxy Statement under the captions “Information Regarding the Board of Directors and Corporate Governance—Information Regarding Committees of the Board of Directors—Compensation Committee—Compensation Committee Interlocks and Insider Participation,” “Executive Compensation" and “Director Compensation,” and is hereby incorporated by reference.

Item 12. Security Ownership of Certain Beneficial Owner and Management and Related Stockholder Matters

Ownership of Securities

Information regarding our Ownership of Securities required by this item will be contained in our 2025 Proxy Statement under the caption “Security Ownership of Certain Beneficial Owners and Management,” and is hereby incorporated by reference.

Equity Compensation Plan Information

Information regarding our Equity Compensation Plan required by this item will be contained in our 2025 Proxy Statement under the caption "Equity Compensation Plan Information," and is hereby incorporated by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

Information regarding Related Transactions and Director Independence required by this item will be contained in our 2025 Proxy Statement under the caption "Transactions with Related Persons," and "Information Regarding the Board of Directors and Corporate Governance—Independence of Our Board of Directors," and is hereby incorporated by reference.

Item 14. Principal Accountant Fees and Services

Information regarding Accounting Fees and Services required by this item will be contained in our 2025 Proxy Statement in Proposal 4 under the captions "—Principal Accountant Fees and Services" and "—Pre-Approval Policies and Procedures," and is hereby incorporated by reference.

Part IV

Item 15. Exhibit and Financial Statement Schedules

We have filed the following documents as part of this Form 10-K:

(a) Consolidated Financial Statements

The consolidated financial statements are filed as part of this Form 10-K under "Item 8. Financial Statements and Supplementary Data."

(b) Financial Statement Schedules

The financial statement schedules are omitted because they are either not applicable or the information required is presented in the consolidated financial statements and notes thereto under "Item 8. Financial Statements and Supplementary Data."

(c) Exhibits

The exhibits listed in the following Exhibit Index are filed, furnished, or incorporated by reference as part of this Form 10-K.

Exhibit Number	Description
3.1	Amended and Restated Certificate of Incorporation, as currently in effect (incorporated herein by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K (File No. 001-40528), filed with the SEC on June 28, 2021).
3.2	Amended and Restated Bylaws, as currently in effect (incorporated herein by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K (File No. 001-40528), filed with the SEC on June 28, 2021).
4.1	Form of Class A Common Stock Certificate (incorporated herein by reference to Exhibit 4.1 to the Registrant's Registration Statement on Form S-1 (File No. 333-256657), filed with the Commission on June 14, 2021).
4.2	Description of the Securities of Sprinklr, Inc. (incorporated herein by reference to Exhibit 4.2 to the Registrant's Annual Report on Form 10-K (File No. 001-40528), filed with the SEC on April 11, 2022).
10.1	Seventh Amended and Restated Investors' Rights Agreement, dated October 7, 2020 (incorporated herein by reference to Exhibit 10.1 to the Registrant's Registration Statement on Form S-1 (File No. 333-256657), filed with the Commission on May 28, 2021).
10.2#	Sprinklr, Inc. Executive Severance and Change in Control Plan, effective May 1, 2019, as amended and restated on June 1, 2024(incorporated herein by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q (File No. 001-40528), filed with theSEC on September 4, 2024).
10.3#	2011 Equity Incentive Plan, as amended (incorporated herein by reference to Exhibit 10.3 to the Registrant's Registration Statement on Form S-1 (File No. 333-256657), filed with the Commission on May 28, 2021).
10.4#	Forms of Grant Notice and Exercise Notices under the 2011 Equity Incentive Plan (incorporated herein by reference to Exhibit 10.4 to the Registrant's Registration Statement on Form S-1 (File No. 333-256657), filed with the Commission on May 28, 2021).
10.5#	2021 Equity Incentive Plan (incorporated herein by reference to Exhibit 99.2 to the Registrant's Registration Statement on Form S-8 (File No. 333-257384), filed with the Commission on June 25, 2021).
10.6#	Forms of Grant Notice, Stock Option Agreement and Notice of Exercise under the 2021 Equity Incentive Plan (incorporated herein by reference to Exhibit 10.6 to the Registrant's Registration Statement on Form S-1 (File No. 333-256657), filed with the Commission on June 14, 2021).
10.7#	Forms of Restricted Stock Grant Notice and Award Agreement under the 2021 Equity Incentive Plan (Non-Employee Directors) (incorporated herein by reference to Exhibit 10.7 to the Registrant's Annual Report on Form 10-K (File No. 001-40528), filed with the SEC on April 11, 2022).
10.8#	Forms of Restricted Stock Grant Notice and Award Agreement under the 2021 Equity Incentive Plan (U.S.) (incorporated herein by reference to Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q (File No. 001-40528), filed with the Commission on December 10, 2021).
10.9#	Forms of Restricted Stock Grant Notice and Award Agreement under the 2021 Equity Incentive Plan (International) (incorporated herein by reference to Exhibit 10.4 to the Registrant's Quarterly Report on Form 10-Q (File No. 001-40528), filed with the Commission on December 10, 2021).
10.10#	French Sub-Plan to the Company's 2021 Equity Incentive Plan (incorporated herein by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q (File No. 001-40528), filed with the Commission on December 10, 2021).

10.11#	Forms of Restricted Stock Grant Notice and Award Agreement under the French Sub-Plan (incorporated herein by reference to Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q (File No. 001-40528), filed with the Commission on December 10, 2021).
10.12#	2021 Employee Stock Purchase Plan (incorporated herein by reference to Exhibit 99.3 to the Registrant's Registration Statement on Form S-8 (File No. 333-257384), filed with the Commission on June 25, 2021).
10.13#	Form of Indemnification Agreement between the Registrant and each director and executive officer. (incorporated herein by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q (File No. 001-40528), filed with the SEC on December 4, 2024
10.14#	Amended and Restated Non-Employee Director Compensation Policy (incorporated herein by reference to Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q (File No. 001-40528), filed with the Commission on September 6, 2023).
10.15#	Employment Agreement, by and between the Registrant and Trac Pham, dated June 3, 2024(incorporated by reference to Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q (File No. 001-40528), filed with the SEC on September 4, 2024.
10.16#	Separation and Release of Claims Agreement, by and between the Registrant and Trac Pham, dated November 15, 2024.
10.17#	Amended and Restated Employment Agreement, by and between the Registrant and Ragy Thomas, dated June 11, 2021 (incorporated herein by reference to Exhibit 10.10 to the Registrant's Registration Statement on Form S-1 (File No. 333-256657), filed with the Commission on June 14, 2021).
10.18#	Role Change Letter, by and between the Registrant and Ragy Thomas, dated November 4, 2024.
10.19#	Employment Agreement, by and between the Registrant and Diane Adams, dated January 25, 2018, and as amended on August 28, 2019 (incorporated herein by reference to Exhibit 10.16 to the Registrant's Registration Statement on Form S-1 (File No. 333-256657), filed with the Commission on June 14, 2021).
10.20#	Transition, Separation and Release of Claims Agreement, by and between the Registrant and Diane Adams, dated February 10, 2025.
10.21#	Employment Agreement, by and between the Registrant and Manish Sarin, dated January 12, 2022. (incorporated herein by reference to Exhibit 10.23 to the Registrant's Annual Report on Form 10-K (File No. 001-40528), filed with the Commission on April 11, 2022).
10.22#	Employment Agreement, by and between the Registrant and Arun Pattabhiraman, dated April 18, 2022 (incorporated herein by reference to Exhibit 10.23 to the Registrant's Annual Report on Form 10-K (File No. 001-40528), filed with the SEC on April 3, 2023).
10.23#	Employment Agreement, by and between the Registrant and Jacob Scott, dated April 26, 2023(incorporated by reference to Exhibit 10.24 to the Registrant's Annual Report on Form 10-K (File No. 001-40528), filed with the SEC on March 29, 2024.
10.24#	Employment Agreement, by and between the Registrant and Scott Harvey, datedFebruary 16, 2024 (incorporated by reference to Exhibit 10.25 to the Registrant's Quarterly Report on Form 10-Q (File No. 001-40528), filed with the SEC on June 5, 2024.
10.25#	Employment Agreement, by and between the Registrant and Amitabh Misra, dated February 25, 2024.
10.26#	Employment Agreement, by and between the Registrant and Rory Read, effective as of November 5, 2024.
10.27#	Employment Agreement, by and between the Registrant and Joy Corso, dated January 10, 2025.
10.28	Letter Agreement, by and between the Registrant and H&F Splash Holdings IX, L.P., dated October 7, 2020 (incorporated herein by reference to Exhibit 10.25 to the Registrant's Registration Statement on Form S-1 (File No. 333-256657), filed with the Commission on May 28, 2021).
19.1	Sprinklr, Inc. Insider Trading Policy.
21.1	List of Subsidiaries of the Registrant.
23.1	Consent of KPMG LLP.
24.1	Power of Attorney (incorporated by reference to the signature pages of this Annual Report on Form 10-K).
31.1	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

32.1*	Certifications of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
97	Sprinklr, Inc. Incentive Compensation Recoupment Policy (incorporated by reference to Exhibit 97 to the Registrant's Annual Report on Form 10-K (File No. 001-40528), filed with the SEC on March 29, 2024.
101.INS	Inline XBRL Instance Document– the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	Inline XBRL Taxonomy Extension Schema Document With Embedded Linkbase Document
104	Cover Page formatted as inline XBRL and contained in Exhibits 101

# Indicates management contract or compensatory plan.

* The certifications furnished in Exhibit 32.1 are deemed to accompany this Form 10-K and are not deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section, nor shall they be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act, irrespective of any general incorporation language contained in such filing.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Sprinklr, Inc.

Date: March 20, 2025

By: /s/ RORY READ

Rory Read
President and Chief Executive Officer
(Principal Executive Officer)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Rory Read and Manish Sarin, and each one of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in their name, place and stead, in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ RORY READ Rory Read	President and Chief Executive Officer (Principal Executive Officer) and Director	March 20, 2025
/s/ MANISH SARIN Manish Sarin	Chief Financial Officer (Principal Financial Officer)	March 20, 2025
/s/ MARLISE RICCI Marlise Ricci	Chief Accounting Officer (Principal Accounting Officer)	March 20, 2025
/s/ RAGY THOMAS Ragy Thomas	Founder, Advisor to the CEO, and Chairman	March 20, 2025
/s/ NEERAJ AGRAWAL Neeraj Agrawal	Director	March 20, 2025
/s/ EDWIN GILLIS Edwin Gillis	Director	March 20, 2025
/s/ JAN R. HAUSER Jan R. Hauser	Director	March 20, 2025
/s/ KEVIN HAVERTY Kevin Haverty	Director	March 20, 2025
/s/ YVETTE KANOUFF Yvette Kanouff	Director	March 20, 2025
/s/ EILEEN SCHLOSS Eileen Schloss	Director	March 20, 2025
/s/ STEPHEN M. WARD, JR. Stephen M. Ward, Jr.	Director	March 20, 2025
/s/ TARIM WASIM Tarim Wasim	Director	March 20, 2025

Exhibit 10.16

November 15, 2024

Via email ([***])

Trac Pham
[***]
[***]

Re: Separation and Release of Claims Agreement

Dear Trac:

This letter sets forth the terms of the transition and separation agreement (the "**Agreement**") that Sprinklr, Inc. ("**Sprinklr**" or the "**Company**") is offering to aid in your separation of employment, pursuant to the Employment Agreement between you and the Company, dated June 3, 2024 (the "**Employment Agreement**").

1. **Separation of Employment**. Your employment with Sprinklr will terminate on November 15, 2024 (the "**Separation Date**"). You may not sign this Agreement until the day after the Separation Date.

1. **Transition Period**.

   1.1. **Duties**. From November 5, 2024 until the Separation Date (the "**Transition Period**"), your title will be "Advisor" and you will transition your duties and responsibilities to ensure a smooth handover, and provide services to Sprinklr in any area of your expertise as requested by the President & Chief Executive Officer of the Company (the "**CEO**") to whom you will report. You agree to perform your Transition Period services in good faith and to the best of your abilities. During the Transition Period, you must continue to comply with all of Sprinklr's policies and procedures and with all of your statutory and contractual obligations to Sprinklr, including, without limitation, the confidentiality obligations under your Employment Agreement, which you acknowledge and agree are contractual commitments that remain binding upon you, both during and after the Transition Period.

   1.2. **Compensation & Benefits**. During the Transition Period, you will continue to be paid at your current base salary rate (which will be paid according to Sprinklr regular payroll practices) and will remain eligible to participate in Sprinklr benefit plans pursuant to the terms of those plans. Except as expressly set forth in this paragraph, you will not be able to participate in any additional bonus, commissions, or incentive program.

   1.3. **Other Work Activities.** Throughout the Transition Period, you shall be legally employed by Sprinklr until and including the Separation Date. You may engage in employment, consulting, or other work relationships in addition to your work for Sprinklr, provided such activity does not materially impede your ability to fulfill your obligations as set forth herein.

1.4. **Acknowledgement regarding Notice Period.** You represent, acknowledge, and agree that the Transition Period terms and other provisions of this Agreement satisfy and exceed any termination and/or notice obligations of Sprinklr to provide you with advance notice of your employment termination, whether under your Employment Agreement or otherwise.

1. **Final Pay**. On the Separation Date, Sprinklr will pay you all accrued salary earned through the Separation Date, subject to standard payroll deductions and withholdings. You are entitled to this payment regardless of whether or not you sign this Agreement. You acknowledge and agree that consistent with Sprinklr's non-accrual of paid time off, as of the Separation Date you will not have any accrued but unused vacation, holiday, or paid time off for which you are entitled to payment.

1. **Severance Benefits**. If you (i) timely return this fully signed Agreement to Sprinklr and allow it to become effective; and (ii) comply fully with your obligations hereunder (including without limitation satisfactorily transitioning your duties during the Transition Period), then Sprinklr will provide you the following as your sole severance benefits, subject to applicable taxes and withholdings (the "**Severance Benefits**"):

1.1. **Base Salary Severance**. Sprinklr will pay you an amount equal to 100% of your annual base salary rate in effect as of the Separation Date (in the gross amount of USD $500,000, payable in twelve (12) substantially equal monthly payments in the Company's usual payroll cycle, beginning on the first regularly scheduled payroll period following the Effective Date (the time period during which Base Salary Severance is paid, the "**Severance Period**").

1.2. **Target Bonus Severance**. In keeping with the Company's discretionary annual corporate bonus plan, Sprinklr will pay you for Fiscal Year 2025 an amount equal to your target bonus, prorated based upon the number of days you were employed by Sprinklr during such year divided by 365, payable on the first regularly scheduled payroll period following the Effective Date (in the gross amount of USD $ 224,657.53).

1.3. **Health Insurance**. Your active participation in Sprinklr's group health insurance plan(s), if any, will end on November 30, 2024. Coverage under any other group benefit plans or programs in which you participated, if any, will also end on November 30, 2024. Regardless of whether you enter into this Agreement, you may have the right to continue the medical and/or dental insurance coverage that you had in effect as of the Separation Date (generally for up to 18 months) under COBRA or state law equivalent. To continue health insurance coverage under COBRA or a state law equivalent, you must pay the full premium cost plus the administrative fee. You will receive benefits continuation notices and information about your 401(k) account (if any), in separate letters. If you had group life insurance, you also will receive information about the option to convert this coverage to an individual policy.

Provided that you timely elect COBRA coverage, and accept this Agreement and it becomes effective by its terms, the Company will make a payment equivalent to the employer and the employee portion of your healthcare continuation payment for you and your qualified dependents for any benefits elected at the time of your separation under COBRA for eighteen (18) months (the "**COBRA Subsidy Period**"). You will be responsible for paying the entire

healthcare continuation payment for the duration of your enrollment in COBRA following the COBRA Subsidy Period. You understand and acknowledge that if you elect COBRA coverage, coverage through the Health Insurance Marketplace (also known as healthcare exchanges) (the "**Marketplace**") generally will not be available until the next annual open enrollment period offered by the Marketplace. Accordingly, you understand and acknowledge that the opportunity to obtain possibly less expensive coverage through the Marketplace may not be available until the following January.

1.1. **Stipend.** On the first regularly scheduled payroll period following the Effective Date, the Company will pay you an additional lump sum stipend, grossed up for applicable taxes such that the after-tax stipend represents an amount equivalent to six (6) months of the total cost of COBRA coverage in effect as of the first month of the COBRA Subsidy Period (the "**Additional Stipend**"). The Additional Stipend will be subject to applicable taxes and withholding, and may be used for any purpose you wish.

1.2. **Tax Treatment.** You will be responsible for all taxes with respect to the Severance Benefits and any other aspect of this Agreement, and you agree to indemnify, hold harmless and defend Sprinklr from any and all claims, liabilities, damages, taxes, fines or penalties sought or recovered by any governmental entity, including any governmental taxing authority, arising out of or in connection with this Agreement.

1. **No Other Compensation or Benefits**. You acknowledge that, except as expressly provided in this Agreement, you have not earned, will not earn and will not receive any additional compensation, severance, or benefits from Sprinklr, on or after the Separation Date. You further acknowledge and agree that: the benefits provided by and as set forth in this Agreement satisfy in full and exceed any and all obligations of Sprinklr to provide you with any benefits, compensation, or severance in connection with your employment termination, whether pursuant to the Severance and Change in Control Plan adopted by the Company, your Employment Agreement, any other offer letter agreement or employment agreement between you and Sprinklr, or otherwise; to the extent this Agreement differs from any severance or other separation benefits you may be eligible to receive under any agreement, plan or policy, this Agreement nevertheless supersedes Sprinklr's obligation to provide you any such benefits; and upon your execution of this Agreement, any and all of Sprinklr's obligations to provide you any severance or other separation benefits, and your eligibility to participate in any severance plan or other agreement or policy providing for potential severance benefits, shall be waived and extinguished. For the avoidance of doubt, your participation in any equity plans will be governed by the terms of those plans.

1. **No Consideration Absent Execution of this Agreement/Time for Execution.** You understand and agree that you would not receive the Severance Benefits specified herein without your execution of this Agreement and fulfillment of the promises contained herein. You have 21 days to consider this Agreement. If not executed and returned to Sprinklr within 21 days, after the Separation Date and on or before November 20, 2024, this Agreement will no longer be valid. This Agreement shall not become effective until the eighth (8th) day after you sign, and do not revoke, this Agreement ("**Effective Date**"). No payments due to you as Severance Benefits under this Agreement shall be made or begin before the Effective Date.

Exhibit 10.16

1. **General Release, Claims Not Released, and Related Provisions.**

1.1. **General Release of All Claims.** You knowingly and voluntarily release and forever discharge Sprinklr, Inc. and its affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries (collectively referred to throughout the remainder of this Agreement as "**Releasees**"), of and from any and all claims, known and unknown, asserted or unasserted, which you have or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following: Title VII of the Civil Rights Act of 1964; Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act of 1974 ("**ERISA**") (as modified below); the Immigration Reform and Control Act; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967 ("**ADEA**"); the Worker Adjustment and Retraining Notification Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Family and Medical Leave Act; the Equal Pay Act; the Genetic Information Nondiscrimination Act of 2008; the California Labor Code (as amended), the California Family Rights Act, and the California Fair Employment and Housing Act (as amended). **You acknowledge that you have been advised, pursuant to California Government Code Section 12964.5(b)(4), that you have the right to consult an attorney regarding this Agreement and that you were given a reasonable time period of not less than five (5) business days in which to do so.** You further acknowledge and agree that, in the event you sign this Agreement prior to the end of the reasonable time period provided by the Company, your decision to accept such shortening of time is knowing and voluntary and is not induced by the Company through fraud, misrepresentation, or a threat to withdraw or alter the offer prior to the expiration of the reasonable time period, or by providing different terms to employees who sign such an agreement prior to the expiration of the time period.

1.1. **ADEA Waiver**. You acknowledge that you are knowingly and voluntarily waiving and releasing any rights you may have under the ADEA, and that the consideration given for the waiver and release in this section is in addition to anything of value to which you are already entitled. You further acknowledge that you have been advised, as required by the ADEA, that: (i) your waiver and release do not apply to any rights or claims that may arise after the date that you sign this Agreement; (ii) you should consult with an attorney prior to signing this Agreement (although you may choose voluntarily not to do so); (iii) you have twenty-one (21) days to consider this Agreement (although you may choose voluntarily to sign it earlier); (iv) you have seven (7) days following the date you sign this Agreement to revoke it (by providing written notice of your revocation to me); and (v) this Agreement will not be effective until the date upon which the revocation period has expired, which will be the eighth day after the date that this Agreement is signed by you provided that you do not revoke it.

1.1. **Section 1542 Waiver.** In giving the release herein, which includes claims which may be unknown to you at present, you acknowledge that you have read and understand Section 1542 of the California Civil Code, which reads as follows: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."** You hereby expressly waive and relinquish all rights and benefits under that section and any law of any other jurisdiction of similar effect with respect to your release of claims herein, including but not limited to your release of unknown claims.

1.1. **Claims Not Released**. You are not waiving any rights you may have to: (a) your own vested accrued employee benefits under Sprinklr's health, welfare, or retirement benefit plans as of the Separation Date; (b) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (c) pursue claims which by law cannot be waived by signing this Agreement; (d) enforce this Agreement; (e) challenge the validity of this Agreement; (f) indemnification or insurance coverage to which you may be entitled under the terms of any indemnification agreement you executed with the Company or insurance coverage provided to you as a director and officer of the Company.

1.1. **Protected Activity**. You understand that nothing in this Agreement limits your ability to file a charge or complaint with the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the California Civil Rights Department, the Department of Justice, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("**Government Agencies**"). You further understand this Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. While this Agreement does not limit your right to receive a government-issued award for information provided to any Government Agency in connection with a government whistleblower program or protected whistleblower activity, you understand and agree that, to maximum extent permitted by law, you are otherwise waiving any and all rights you may have to individual relief based on any claims that you have released and any rights you have waived by signing this Agreement. Nothing in this Agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

1.1. **Collective/Class Action Waiver**. If any claim is not subject to release, to the extent permitted by law, you waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Sprinklr or any other Releasee identified in this Agreement is a party.

1.1. **No Voluntary Adverse Action** . You agree that you will not voluntarily (except in response to legal compulsion or as permitted under the section of this Agreement entitled "Protected Activity") assist any person in bringing or pursuing any proposed or pending litigation, arbitration, administrative claim or other formal proceeding against the Company, its parent or subsidiary entities, affiliates, officers, directors, employees or agents.

1. **Acknowledgments and Affirmations**. In signing this Agreement, you make the following affirmations:

You have resigned from any position which you held (or hold) as an officer of the Company, as a Director on its Board of Directors or any other position in which you served (or serve) in relation to the Company or its affiliates in keeping with the Company's instructions on the same;

You have not filed, caused to be filed, or presently is a party to any claim against Sprinklr;
You have been paid and/or has received all compensation, wages, bonuses, commissions, and/or benefits which are due and payable as of the date you sign this Agreement;
You have been granted any leave to which you were entitled under the Family and Medical Leave Act or related state or local leave or disability accommodation laws;
You have no known workplace injuries or occupational diseases;
You have not divulged any proprietary or confidential information of Sprinklr and will continue to maintain the confidentiality of such information consistent with Sprinklr's policies and your agreement(s) with Sprinklr and/or common law;

You have not been retaliated against for reporting any allegations of wrongdoing by Sprinklr or its officers, including any allegations of corporate fraud; and

You affirm that all Sprinklr's decisions regarding your pay and benefits through your Separation Date were not discriminatory based on age, disability, race, color, sex, religion, national origin, or any other classification protected by law.

1. **Cooperation**. During the Severance Period, you agree to reasonably cooperate with Sprinklr in all matters relating to the transition of your work and responsibilities on behalf of Sprinklr, including, but not limited to, any present, prior or subsequent relationships or projects and the orderly transfer of any such work and institutional knowledge to such other persons as may be designated by the Company. Such transition assistance described in the previous sentence shall not be subject to additional compensation, and Sprinklr will make reasonable efforts to accommodate your scheduling needs. During and following the Severance Period, you agree to provide reasonable cooperation to Sprinklr in connection with its actual or contemplated defense, prosecution, or investigation of any claims or demands by or against third parties, or other matters arising from events, acts, or failures to act that occurred during the period of your employment by Sprinklr. Such cooperation includes, without limitation, making yourself available to Sprinklr upon reasonable notice, without subpoena, to provide complete, truthful and accurate information in witness interviews, depositions, and trial testimony. Sprinklr will reimburse you for reasonable out-of-pocket expenses you incur

in connection with any such cooperation (excluding foregone wages, salary, or other compensation) and will make reasonable efforts to accommodate your scheduling needs and, following the Severance Period for more than de minimis service, you and Sprinklr will agree on a mutually agreeable per diem rate.

2. **Nondisparagement**. You agree not to disparage Sprinklr, including any of its respective officers, directors, employees, shareholders, parents, subsidiaries, affiliates, and agents, in any manner likely to be harmful to the Company or its business, business reputation or personal reputation. Sprinklr agrees to instruct the Company's current Executive Leadership Team not to disparage you in any manner likely to be harmful to you or your business or personal reputation. Notwithstanding the foregoing in this paragraph, either you or Sprinklr (including each of Sprinklr's current Executive Leadership Team individually) may respond accurately and fully to any question, inquiry, or request for information when required by legal process. In addition, nothing in this provision or this Agreement is intended to prohibit or restrain you in any manner from making disclosures that are protected under the whistleblower provisions of any applicable law or regulation or as set forth in the Section of this Agreement entitled "Protected Activity."

1. **Limited Disclosure and Return of Property.** You agree not to disclose any information regarding the underlying facts leading up to execution of this Agreement, except to your spouse, tax advisor, an attorney with whom you choose to consult regarding your consideration of this Agreement, and/or to any federal, state, or local government agency. You affirm that you have returned all Sprinklr's property, documents, and/or any confidential information in your possession or control. You also affirm that you are in possession of all your property that you had at Sprinklr's premises and that Sprinklr is not in possession of any of your property.

1. **Expense Reimbursements**. You agree that, within 15 days after the Separation Date, you will submit your final documented expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek reimbursement. The Company will reimburse you for these expenses pursuant to its regular business practice.

1. **Governing Law and Interpretation.** This Agreement shall be governed and conformed in accordance with the laws of California without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

1. **Nonadmission of Wrongdoing.** The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

1. **Amendment.** This Agreement may not be modified, altered, or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

1. **Confirmation of Prior Agreement.** You acknowledge, reaffirm, and agree to comply with your obligations under the Non-Disclosure and Invention Assignment Agreement that you previously executed for the benefit of the Company, which agreement also remains in full force and effect, along with any provisions of the Employment Agreement that are intended to survive termination of your employment. You acknowledge that you have not relied on any representations, promises, or agreements of any kind made to you in connection with your decision to accept this Agreement, except for those set forth in this Agreement.

YOU ARE ADVISED THAT YOU HAVE UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. YOU ARE ALSO ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO YOUR SIGNING OF THIS AGREEMENT.

YOU MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DATE YOU SIGN THIS AGREEMENT. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED IN WRITING TO DIANE ADAMS AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT." THE REVOCATION MUST BE SENT VIA EMAIL TO [***] OR REGISTERED MAIL ATTN: DIANE ADAMS, SPRINKLR, INC. 441 9TH AVENUE 12TH FL. NEW YORK, NY 10001 AND POSTMARKED WITHIN SEVEN (7) CALENDAR DAYS AFTER YOU SIGN THIS AGREEMENT.

YOU AGREE THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL UP TO TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD.

YOU FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS YOU HAVE OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date set forth below:

Sprinklr, Inc.

By: /s/ Diane Adams /s/ Trac Pham
Name: Diane Adams Name: Trac Pham
Title: Chief Culture and Talent Officer Date: November 16, 2024
Date: November 15, 2024

Exhibit 10.18

November 4, 2024

Via email ([***])

Ragy Thomas
[***]
[***]

Re: Change in Role

Dear Ragy:

This letter amends your role with Sprinklr, Inc. ("**Sprinklr**" or the "**Company**"), as more fully set forth in the Employment Agreement between you and the Company. Effective following the close of business on November 4, 2024, your title with Sprinklr will be changed from "co-CEO" to "Advisor to the CEO." The remainder of the terms of your Employment Agreement will remain in effect, including the at-will nature of your employment as well as your severance rights subject to the Sprinklr Executive Severance and Change in Control Plan. You consent to this change in role and agree that it does not constitute "Good Reason" for resignation under any severance right to which you may be entitled. For the avoidance of doubt, following close of business on November 4, 2024, you will continue to be Founder and Chairman of the Board.

Kindly sign your name at the end of this letter to signify your understanding and acceptance of these terms. We are excited to continue accomplishing great things together and, as always, appreciate all you do for Sprinklr.

Sprinklr, Inc.

By: /s/ Diane K. Adams /s/ Ragy Thomas
Diane K. Adams Ragy Thomas
Chief Culture & Talent Officer

Date: November 4, 2024 Date: November 4, 2024

Exhibit 10.20

February 10, 2025

Via email ([***])

Diane Adams
[***]
[***]

Re: Transition, Separation and Release of Claims

Dear Diane:

This letter sets forth the terms of the transition and separation agreement (the "**Agreement**") that Sprinklr, Inc. ("**Sprinklr**" or the "**Company**") is offering to aid in your transition and separation of employment.

1. **Continued Employment**. Provided that you timely execute this Agreement and allow it to become effective by its terms, then your employment with Sprinklr will terminate on February 14, 2025, which will become your employment termination date (the "**Separation Date**"), unless either you or Sprinklr terminates your employment sooner as provided in Section 2. If termination occurs earlier than February 14, 2025, the actual date of termination shall become the "Separation Date" for purposes of this Agreement.

1. **Transition Period**.

    a. **Duties**. From January 13, 2025 until the Separation Date (the "**Transition Period**"), your title will be "Advisor" and you will transition your duties and responsibilities, be available as needed to ensure a smooth ramp up and transition of other Sprinklr personnel to replace your prior position, and provide services to Sprinklr in any area of your expertise as requested by the Chief Administrative Officer ("CAO") to whom you will report. You agree to perform your Transition Period services in good faith and to the best of your abilities. During the Transition Period, you must continue to comply with all of Sprinklr's policies and procedures and with all of your statutory and contractual obligations to Sprinklr, including, without limitation, the confidentiality obligations under your contract of employment dated January 26, 2018, as amended by that Amendment to Employment Agreement dated August 28, 2019 (altogether, the "**Employment Contract**"), which you acknowledge and agree are contractual commitments that remain binding upon you, both during and after the Transition Period.
    b. **Compensation & Benefits**. During the Transition Period, you will continue to be paid at your current base salary rate (which will be paid according to Sprinklr regular payroll practices) and will remain eligible to participate in Sprinklr benefit plans pursuant to the terms of those plans. Except as expressly set forth in this paragraph, you will not be able to participate in any additional bonus, commissions, or incentive program.

c. **Termination**. As part of this Agreement, Sprinklr agrees that it will not terminate your employment other than for Cause (as defined herein) before February 14, 2025. During the Transition Period you are entitled to resign your employment for any reason with immediate effect. If, prior to February 14, 2025, Sprinklr terminates your employment with Cause or you resign your employment, then you will not be entitled to any further compensation or benefits, including without limitation, the Severance Benefits defined below. For purposes of this Agreement, "Cause" for termination during the Transition Period is as defined under the Sprinklr, Inc. Executive Severance and Change in Control Plan (effective May 1, 2019, as amended and restated on June 1, 2024) (as it may be further amended and/or restated from time to time, the "**Severance Plan**"). For the avoidance of doubt, your employment is at-will, and nothing in this Agreement alters the at-will nature of your employment relationship with the Company.

d. **Other Work Activities / Non-Competition.** Throughout the Transition Period, you shall be legally employed by Sprinklr until and including the Separation Date. You may engage in employment, consulting, or other work relationships in addition to your work for Sprinklr, provided such activity does not materially impede your ability to fulfill your obligations as set forth herein. To protect the trade secrets and confidential and proprietary information of the Company, you agree that, during the Transition Period, you will not obtain employment with or perform competitive work for any business entity or engage in any other work activity that is competitive with Sprinklr.

e. **Acknowledgement regarding Notice Period.** You represent, acknowledge, and agree that the Transition Period terms, and other provisions of this Agreement satisfy and exceed any termination and/or notice obligations of Sprinklr to provide you with advance notice of your employment termination, whether under the Employment Contract or otherwise.

1. **Final Pay**. On the Separation Date, Sprinklr will pay you all accrued salary earned through the Separation Date, subject to standard payroll deductions and withholdings. You are entitled to this payment regardless of whether or not you sign this Agreement. You acknowledge and agree that consistent with Sprinklr's non-accrual of paid time off, as of the Separation Date you will not have any accrued but unused vacation, holiday, or paid time off for which you are entitled to payment.

1. **Severance Benefits**. If you (i) timely return this fully signed Agreement to Sprinklr and allow it to become effective; (ii) comply fully with your obligations hereunder (including without limitation satisfactorily transitioning your duties during the Transition Period); (iii) remain employed with Sprinklr and perform the Transition Period services as set forth above through February 14, 2025; and (iv) after February 14, 2025 and on or before February 20, 2025, execute and return to Sprinklr the release of claims in the form attached hereto as Exhibit A (the "**Separation Date Release**"), then Sprinklr will provide you the following as your sole severance benefits (the "**Severance Benefits**"):

a. **Base Salary Severance**. Sprinklr will pay you an amount equal to 75% of your annual base salary rate in effect as of the Separation Date (in the gross amount of USD $340,080 payable in a lump sum in accordance with the Company's regular

payroll schedule, and in no event earlier than the Release Effective Date (as defined in the Separation Date Release).

b. **Target Bonus Severance**. In keeping with the Company's discretionary annual corporate bonus plan, Sprinklr will pay you (i) for Fiscal Year 2025, an amount equal to USD $124,696.00, based on the specific bonus allocation for participants on the Executive Leadership Team as determined by the Compensation Committee of the Board; and (ii) for Fiscal Year 2026, an amount equal to USD $9,565.72, which is your prorated target annual bonus based upon the number of days you were employed by Sprinklr during such year. Payments will be paid in a lump sum, less withholdings, and deductions, in accordance with the Company's regular payroll schedule, and in no event earlier than the Release Effective Date (as defined in the Separation Date Release).

c. **Equity Awards and Vesting / Extended Exercise Period.** You have been granted certain time-based vesting restricted stock units ("**RSUs**"), performance-based vesting restricted stock units ("**PSUs**") and options to purchase shares of the Company's common stock ("**Options**" and together with the RSUs and PSUs, the "**Equity Awards**"), pursuant to the Company's applicable equity incentive plan(s), Option agreements, PSU agreements or RSU agreements and other grant documents (collectively, the "**Award Documents**"). Effective as of February 14, 2025 (the "**Acceleration Date**") and as an additional Severance Benefit for you, the Company will accelerate the vesting of your Options and RSUs outstanding as of the Acceleration Date, such that the number of shares that would have vested in accordance with the applicable vesting schedule if you had continued providing service to the Company for an additional three (3) months following the Acceleration Date will be deemed vested and, if applicable, exercisable. Except as expressly set forth in this paragraph, the Equity Awards remain subject to the terms of the Award Documents.

Reference is made to your Rule 10b5-1 Trading Plan ("**Trading Plan**"), which was adopted on April 15, 2024 and is scheduled to terminate, in accordance with its terms, as of the close of business on March 31, 2025. Notwithstanding the 45-day waiting period set forth in Part III, Section D(4)(c) of the Trading Plan, the Company acknowledges and agrees that, should you opt to terminate the Trading Plan early, the Company acknowledges and agrees that you may freely purchase, sell, covert or transfer any Company securities, subject to applicable legal requirements, as of the third trading day after the public disclosure of the Company's fourth quarter and full-year fiscal 2025 financial results.

a. **Health Insurance**. Your active participation in Sprinklr's group health insurance plan(s), if any, will end on February 28, 2025. Coverage under any other group benefit plans or programs in which you participated, if any, will also end on February 28, 2025. Regardless of whether you enter into this Agreement, you may have the right to continue the medical and/or dental insurance coverage that you had in effect as of the Separation Date (generally for up to 18 months) under COBRA or state law equivalent. To continue health insurance coverage under COBRA or a state law equivalent, you must pay the full premium cost plus the administrative fee. You will receive benefits continuation notices and information about your 401(k) account (if any), in separate letters. If you had group life

insurance, you also will receive information about the option to convert this coverage to an individual policy.

Provided that you timely elect COBRA coverage, and accept this Agreement and it becomes effective by its terms, the Company will make a payment equivalent to the employer portion of your healthcare continuation payment for you and your qualified dependents for any benefits elected at the time of your separation under COBRA for nine (9) months (the "**COBRA Subsidy Period**"). You will be responsible for paying the employee portion at the same rate as paid for coverage by active employees for the duration of the COBRA Subsidy Period. Following the COBRA Subsidy Period, you will be responsible for paying the entire healthcare continuation payment for the duration of your enrollment in COBRA. You understand and acknowledge that if you elect COBRA coverage, coverage through the Health Insurance Marketplace (also known as healthcare exchanges) (the "**Marketplace**") generally will not be available until the next annual open enrollment period offered by the Marketplace. Accordingly, you understand and acknowledge that the opportunity to obtain possibly less expensive coverage through the Marketplace may not be available until the following January.

a. **Tax Treatment.** You will be responsible for all taxes with respect to the Severance Benefits and any other aspect of this Agreement, and you agree to indemnify, hold harmless and defend Sprinklr from any and all claims, liabilities, damages, taxes, fines or penalties sought or recovered by any governmental entity, including any governmental taxing authority, arising out of or in connection with this Agreement.

1. **No Other Compensation or Benefits**. You acknowledge that, except as expressly provided in this Agreement, you have not earned, will not earn and will not receive any additional compensation, severance, or benefits from Sprinklr, on or after the Separation Date. You further acknowledge and agree that: the benefits provided by and as set forth in this Agreement satisfy in full and exceed any and all obligations of Sprinklr to provide you with any benefits, compensation, or severance in connection with your employment termination, whether pursuant to the Severance Plan, your Employment Contract, any other offer letter agreement or employment agreement between you and Sprinklr, or otherwise; to the extent this Agreement differs from any severance or other separation benefits you may be eligible to receive under any agreement, plan or policy, this Agreement nevertheless supersedes Sprinklr's obligation to provide you any such benefits; and upon your execution of this Agreement, any and all of Sprinklr's obligations to provide you any severance or other separation benefits, and your eligibility to participate in any severance plan or other agreement or policy providing for potential severance benefits, shall be waived and extinguished. For the avoidance of doubt, your participation in any equity plans will be governed by the terms of those plans.

1. **No Consideration Absent Execution of this Agreement/Time for Execution.** You understand and agree that you would not receive the Transition Period and Severance Benefits specified in herein without your execution of this Agreement and fulfillment of the promises contained herein. You have 21 days to consider this Agreement. This Agreement shall not become effective until the eighth (8th) day after you sign, and do not revoke, this Agreement, *and* until the eighth (8th) day after you sign, and do not revoke, the Separation Date Release ("**Effective Date**"). No payments due to you as Severance Benefits under this Agreement shall be made or begin before the Effective Date.

1. **General Release, Claims Not Released, and Related Provisions.**

   a. **General Release of All Claims.** You knowingly and voluntarily release and forever discharge Sprinklr, Inc. and its affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries (collectively referred to throughout the remainder of this Agreement as "**Releasees**"), of and from any and all claims, known and unknown, asserted or unasserted, which you have or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following: Title VII of the Civil Rights Act of 1964; Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act of 1974 ("ERISA") (as modified below); the Immigration Reform and Control Act; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967 ("ADEA"); the Worker Adjustment and Retraining Notification Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Family and Medical Leave Act; the Equal Pay Act; the Genetic Information Nondiscrimination Act of 2008; the North Carolina Equal Employment Practices Act, N.C. Gen. Stat. §143-422.1 et seq.; North Carolina Parental Leave Law for School Involvement, N.C. Gen. Stat. §95-28.3 et seq.; North Carolina Lawful Use of Lawful Products Law, N.C. Gen. Stat. §95-28.2 et seq.; North Carolina Persons With Disabilities Protection Act, N.C. Gen. Stat. §168A-1 et seq.; North Carolina Communicable Disease Law, N.C. Gen. Stat. §130A, §130A-148(i); North Carolina Discrimination on the Basis of Sickle Cell Trait Law, N.C. Gen. Stat. §95-28.1 et seq.; North Carolina Genetic Testing Law, N.C. Gen. Stat. §95-28.1A et seq.; North Carolina Retaliatory Employment Discrimination Law, N.C. Gen. Stat. §95-240 et seq.; North Carolina Wage and Hour Act, including N.C. Gen. Stat. §95-25.2 et seq., and §95-25.14 et seq.; North Carolina Occupational Safety and Health Act, N.C. Gen. Stat. §95-126 et seq.; any other federal, state or local law, rule, regulation, or ordinance; any public policy, contract, tort, or common law; or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

   a. **ADEA Waiver**. You acknowledge that you are knowingly and voluntarily waiving and releasing any rights you may have under the Age Discrimination in Employment Act (the "**ADEA**"), and that the consideration given for the waiver and release in this section is in addition to anything of value to which you are already entitled. You further acknowledge that you have been advised, as required by the ADEA, that: (i) your waiver and release do not apply to any rights or claims that may arise after the date that you sign this Agreement; (ii) you should consult with an attorney prior to signing this Agreement (although you may choose voluntarily not to do so); (iii) you have twenty-one (21) days to consider this Agreement (although you may choose voluntarily to sign it earlier); (iv) you have seven (7) days following the date you sign this Agreement to revoke it (by providing written notice of your revocation to the Company); and (v) this Agreement will not be effective until the date upon which the revocation period

has expired, which will be the eighth day after the date that this Agreement is signed by you provided that you do not revoke it.

a. **Claims Not Released**. You are not waiving any rights you may have to: (a) your own vested accrued employee benefits under Sprinklr's health, welfare, or retirement benefit plans as of the Separation Date; (b) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (c) pursue claims which by law cannot be waived by signing this Agreement; (d) enforce this Agreement; and (e) challenge the validity of this Agreement.

a. **Protected Activity**. Notwithstanding any provision in this Agreement (including any exhibits) to the contrary, nothing herein shall prevent or prohibit you from: (a) disclosing the fact or terms of this Agreement as part of any government investigation; (b) filing a charge, complaint, or report with, or otherwise communicating with, providing information to, cooperating with, or participating in any investigation or proceeding by or before any federal, state or local government agency or commission; or (c) making truthful statements or disclosures about alleged unlawful discrimination, harassment, retaliation, or other activity. While this Agreement does not limit your right to receive an award for information provided to the United States Securities and Exchange Commission or the Occupational Safety and Health Administration, you otherwise waive, to the fullest extent permitted by law, any and all rights you may have to individual monetary relief or other individual remedies based on any claims that you have released and any rights you have waived by signing this Agreement.

a. **Collective/Class Action Waiver**. If any claim is not subject to release, to the extent permitted by law, you waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Sprinklr or any other Releasee identified in this Agreement is a party.

1. **Acknowledgments and Affirmations**. In signing this Agreement, you make the following affirmations:

To the extent applicable, you have resigned from (or by signing this Agreement hereby resign from) any position which you held (or hold) as an officer of the Company, as a Director on its Board of Directors or any other position in which you served (or serve) in relation to the Company or its affiliates;

You have not filed, caused to be filed, or presently is a party to any claim against Sprinklr;
You have been paid and/or has received all compensation, wages, bonuses, commissions, and/or benefits which are due and payable as of the date you sign this Agreement;

You have been granted any leave to which you were entitled under the Family and Medical Leave Act or related state or local leave or disability accommodation laws;
You have no known workplace injuries or occupational diseases;

You have not divulged any proprietary or confidential information of Sprinklr and will continue to maintain the confidentiality of such information consistent with Sprinklr's policies and your agreement(s) with Sprinklr and/or common law;

You have not been retaliated against for reporting any allegations of wrongdoing by Sprinklr or its officers, including any allegations of corporate fraud; and

You affirm that all Sprinklr's decisions regarding your pay and benefits through your Separation Date were not discriminatory based on age, disability, race, color, sex, religion, national origin, or any other classification protected by law.

1. **Confidential Information**. You agree that at all times during the term of your employment, and at all times thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the President & CEO or his designee, any Confidential Information (as defined below), except as such disclosure, use or publication may be required in connection with my work for the Company. "Confidential Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company, including, without limitation, all trade secrets, proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs (including source code and object code), data bases, other original works of authorship, customer lists or prospect lists in any form, pricing information, business plans, financial information or other subject matter pertaining to any business of the Company or any of its prospects, clients, customers, consultants or licensees, in whatever form. Notwithstanding the foregoing, "Confidential Information" shall not include (i) information which is at the time of disclosure, or which subsequently becomes through no fault of yours, generally available to the public; (ii) information which you received from third parties who were not under any direct or indirect obligation of confidentiality; and (iii) information which the Company has disclosed to third parties without any obligation of confidentiality.

1. **Cooperation**. You agree to reasonably cooperate with Sprinklr in all matters relating to the transition of your work and responsibilities on behalf of Sprinklr, including, but not limited to, any present, prior or subsequent relationships or projects and the orderly transfer of any such work and institutional knowledge to such other persons as may be designated by the Company. Such transition assistance described in the previous sentence shall not be subject to additional compensation, and Sprinklr will make reasonable efforts to accommodate your scheduling needs. You agree to provide reasonable cooperation to Sprinklr in connection with its actual or contemplated defense, prosecution, or investigation of any claims or demands by or against third parties, or other matters arising from events, acts, or failures to act that occurred during the period of your employment by Sprinklr. Such cooperation includes, without limitation, making yourself available to Sprinklr upon reasonable notice, without subpoena, to provide complete, truthful and accurate information in witness interviews, depositions, and trial testimony. Sprinklr will reimburse you for reasonable out-of-pocket expenses you incur in connection with any such cooperation (excluding foregone wages, salary, or other compensation) and will

make reasonable efforts to accommodate your scheduling needs and you and Sprinklr will agree on a mutually agreeable per diem rate.

1. **Restrictive Covenants.** Because of the trade secret subject matter of the Company's business and your role with the Company, you agree that for a period of twelve (12) months from your Separation Date, you will not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others: (i) solicit, induce, encourage, or participate in soliciting, inducing or encouraging any person employed by the Company, or any person or entity engaged by the Company as a consultant or independent contractor, to terminate such person's or entity's relationship with the Company, even if you did not initiate the discussion or seek out the contact; and (ii) solicit, canvas, induce, encourage, or participate in soliciting, canvassing, inducing, or encouraging any clients or prospective clients of the Company to terminate such entity's relationship with Company, even if you did not initiate the discussion or seek out the contact.

In addition, you will not during the term of this Agreement and for a period of three (3) months thereafter, directly or indirectly, in any individual or representative capacity, engage or participate in or provide services to any business that is competitive with the types and kinds of business being conducted by the Company.

1. **Nondisparagement**. You agree not to disparage Sprinklr, including any of its respective officers, directors, employees, shareholders, parents, subsidiaries, affiliates, and agents, in any manner likely to be harmful to the Company or its business, business reputation or personal reputation. Sprinklr agrees to instruct the Company's current Executive Leadership Team not to disparage you in any manner likely to be harmful to you or your business or personal reputation. Notwithstanding the foregoing in this paragraph, either you or Sprinklr (including each of Sprinklr's current Executive Leadership Team individually) may respond accurately and fully to any question, inquiry, or request for information when required by legal process. In addition, nothing in this provision or this Agreement is intended to prohibit or restrain you in any manner from making disclosures that are protected under the whistleblower provisions of any applicable law or regulation or as set forth in the Section of this Agreement entitled "Protected Activity."

1. **Limited Disclosure and Return of Property.** You agree not to disclose any information regarding the underlying facts leading up to or the existence or substance of this Agreement, except to your spouse, tax advisor, an attorney with whom you choose to consult regarding your consideration of this Agreement, and/or to any federal, state, or local government agency. You affirm that you have returned all Sprinklr's property, documents, and/or any confidential information in your possession or control. You also affirm that you are in possession of all your property that you had at Sprinklr's premises and that Sprinklr is not in possession of any of your property.

1. **Expense Reimbursements**. You agree that, within 15 days after the Separation Date, you will submit your final documented expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek reimbursement. The Company will reimburse you for these expenses pursuant to its regular business practice.

1. **Governing Law and Interpretation.** This Agreement shall be governed and conformed in accordance with the laws of North Carolina without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

1. **Nonadmission of Wrongdoing.** The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

1. **Amendment.** This Agreement may not be modified, altered, or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

1. **Confirmation of Prior Agreement.** You acknowledge, reaffirm, and agree to comply with your obligations under the Non-Disclosure and Invention Assignment Agreement that you previously executed for the benefit of the Company, which agreement also remains in full force and effect. You acknowledge that you have not relied on any representations, promises, or agreements of any kind made to you in connection with your decision to accept this Agreement, except for those set forth in this Agreement. Notwithstanding the foregoing, the Company agrees to affirmatively waive any noncompetition obligations you owe to the Company as a result of the Non-Disclosure and Invention Assignment Agreement or otherwise.

YOU ARE ADVISED THAT YOU HAVE UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. YOU ARE ALSO ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO YOUR SIGNING OF THIS AGREEMENT.
YOU MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DATE YOU SIGN THIS AGREEMENT. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED IN WRITING TO JACOB SCOTT AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT." THE REVOCATION MUST BE SENT VIA EMAIL OR REGISTERED MAIL TO JACOB SCOTT AND POSTMARKED WITHIN SEVEN (7) CALENDAR DAYS AFTER YOU SIGN THIS AGREEMENT.

YOU AGREE THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL UP TO TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD.

YOU FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS YOU HAVE OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date set forth below:

Sprinklr, Inc.

By: /s/ Jacob Scott /s/ Diane Adams Name: Jacob Scott Name: Diane Adams
Title: General Counsel and Corporate Secretary Date: February 10, 2025
Date: February 10, 2025

Exhibit A
SEPARATION DATE RELEASE

(To be signed and returned on or after February 15, 2025, and before February 20, 2025. Note that your 21-day period for consideration of this Separation Date Release commences upon the date which you receive the Agreement)

In consideration for the benefits to be provided to you by Sprinklr, Inc. ("**Sprinklr**" or the "**Company**") pursuant to the terms of the separation and release agreement between you and the Company to which this Exhibit A is attached (the "**Agreement**"), you agree to the terms below. You understand this Separation Date Release (the "**Release**") will be effective on the eighth day following the date you sign (the "**Release Effective Date**").

In exchange for the consideration to which you are not otherwise entitled, as defined in and to be provided to you by the Company under the terms of the Agreement, you hereby generally and completely release the Company and any affiliate or subsidiary entities, and its and their current and former directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, insurers, affiliates, and assigns (collectively, the "**Released Parties**") from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring prior to or on the date that you signs this Release. This general release includes, but is not limited to: (i) all claims arising out of or in any way related to your employment with the Company or the termination of that employment; (ii) all claims related to your compensation or benefits from the Company, including salary, bonuses, commissions, vacation pay, paid time off, sick time, expense reimbursements, severance pay, fringe benefits, and contributions to retirement plan; (iii) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (iv) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (v) all claims available to you at law or equity, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act (as amended) (the "**ADEA**"), and any other claims arising under the laws of any jurisdiction in which you have provided services to the Company.

ADEA Waiver. You acknowledge that you are knowingly and voluntarily waiving and releasing any rights you may have under the Age Discrimination in Employment Act (the "ADEA"), and that the consideration given for the waiver and release in this section is in addition to anything of value to which you are already entitled. You further acknowledge that you have been advised, as required by the ADEA, that: (i) your waiver and release do not apply to any rights or claims that may arise after the date that you sign this Agreement; (ii) you should consult with an attorney prior to signing this Agreement (although you may choose voluntarily not to do so); (iii) you have had twenty-one (21) days since your receipt of this Exhibit A to consider this Exhibit A; (iv) you have seven (7) days following the date you sign this Agreement to revoke it (by providing written notice of your revocation to me); and (v) this Agreement will not be effective until the date upon which the revocation period has expired, which will be the eighth day after the date that this Agreement is signed by you provided that you do not revoke it.

You are not releasing the following (the "**Excluded Claims**"): (i) any rights or claims for indemnification you may have pursuant to any written indemnification agreement with the Company to which you are a party or under applicable law; (ii) any rights which are not waivable as a matter of law; and (iii) any claims for breach of this Release. You hereby represent and warrant that, other than the Excluded Claims, you are not aware of any claims you have or may have against any of the Released Parties that are not included in the Release.

YOU UNDERSTAND THAT THIS RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS, EVEN IF THOSE UNKNOWN CLAIMS THAT, IF KNOWN BY YOU, WOULD AFFECT YOUR DECISION TO ACCEPT THIS RELEASE. In giving the release herein, which includes claims which may be unknown to you at present, you hereby expressly waive and relinquish all rights and benefits under any law of any jurisdiction with respect to your release of any unknown or unsuspected claims herein.

You further agree not to disparage Sprinklr's officers, directors, employees, shareholders, parents, subsidiaries, affiliates, and agents, in any manner likely to be harmful to them or their business, business reputation or personal reputation; provided that you may respond accurately and fully to any question, inquiry or request for information when required by legal process. In addition, nothing in this provision or this Release is intended to prohibit or restrain Employee in any manner from making disclosures that are protected under the whistleblower provisions any governmental law or regulation or otherwise as expressly allowed under this Release.

You hereby represent that you have been paid all compensation owed and for all time worked, you have received all the leave and leave benefits and protections for which you are eligible, pursuant any statutory leave act, the Company's policies, applicable law, or otherwise, and you have not suffered any on-the-job injury or illness. You represent that You have no lawsuits, claims or actions pending in your name, or on behalf of any other person or entity, against Sprinklr or any of the Released Parties.

By: /s/ Diane Adams
Diane Adams

Date: February 15, 2025

PRIVATE AND CONFIDENTIAL
22/02/2024
Amitabh Misra
[***] [***] [***]
[***]
[***]

Dear Amitabh,

We are pleased to offer you the position of Sprinklr's **Chief Technology Officer** via employment with Sprinklr India Private Limited, a group company of Sprinklr, Inc. (USA) with a registered office in India – Karnataka - Bangalore (Collectively: "Sprinklr" or "the Company"). This letter sets forth the terms and conditions of that employment.

a) Your appointment will be effective on the first day of your employment.

a. Subject to successful background verification, we anticipate your start on **01/04/2024 (the "Start Date").**

a. Place of work – You will be based in India - Haryana - Gurgaon. However, your services are transferable to any place in the country or abroad or to any of the company's associate or its subsidiary client location either for a temporary or permanent period in the future which may be required for the Company's business, subject to negotiation and mutual agreement. You will report to such person as may be designated by the Company from time to time. Your work timings shall be at discretion of the organization and in accordance with the laws of the land.

a. During the period of your employment, you shall devote your entire working time for or at the direction of the Company or its affiliates. You will not simultaneously take up any other work for remuneration (part time or otherwise), without disclosure to and approval by the Company.

Salary / Compensation

Your initial base salary will be ₹**36,475,340.00** per year in accordance with the Company's standard payroll schedule for salaried employees (currently once a month), subject to standard withholding and applicable taxes. In addition to your salary, you will be eligible for an annual bonus in the "target" amount of **90%** of your base salary equal to ₹**32,827,806.00** under Company's Annual Bonus Plan. Bonus payment is dependent upon Company achievement, and the total amount of funds available for allocation and distribution pursuant to the Annual Bonus Plan will be determined by the compensation committee of the Company's board of directors in its sole discretion. If awarded, bonus payments are generally payable in the quarter following the end of the Company's fiscal year and in accordance with the Company's regular pay practices. With your Initial base salary rate and target annual bonus, your total target annual earnings will be ₹**69,303,146.** Your Annual Gross Compensation will be as set forth on the Compensation Breakup **Exhibit- A**. You are solely responsible for filing returns, declarations and implications arising thereof for all personal & income tax purposes and will be governed by the tax laws.

The Company reserves the right to withhold tax at source from any component of your compensation as required by applicable law. The Company shall provide you with evidence of such tax deduction in the manner and within the timeframe required by applicable law. Your compensation is based on your qualifications, skill sets and overall experience. Therefore, the compensation payable to you by the

Company is unique and personal to you and any comparison of the same with those of others will be of no relevance. Your compensation is expected to be held in confidence.

You agree that if any annual bonus linked with production/productivity or other compensation paid to you by the Company shall be in lieu of any bonus required to be paid to you under the statutory laws of India.

In addition to your salary, you will be eligible to receive a one-time **joining bonus** of up to ₹**8,289,000**. This amount shall be paid to you along with your **First** month's salary. The Company shall, subject to compliance with applicable laws, be entitled to recover the Joining Bonus paid to you in the event of your resignation or termination for cause from services of the Company within one year of date of employment.

Company Stock

The Company will recommend that the compensation committee of the Company's board of directors grant you an award of restricted stock units ("RSUs") in respect of a number of common shares of the Company equal to **USD $4,500,000** (the "Equity Award"). The price used to convert the Equity Award will be based on the month following your date of hire and will be calculated using the 30 trading-day average share price as determined on the 10th of that month. The Equity Award will be granted to you on the 15th of the month following your Start Date. The vesting commencement date of your Equity Award will be on the first quarterly date (March 15, June 15, September 15, or December 15, each, a "Quarterly Date") following the month of your Start Date. Your Equity Award will vest over a four-year period as follows: the first 25% will vest one year from your vesting commencement date and the remainder will vest in twelve substantially similar equal installments on each Quarterly Date thereafter, subject to your continuous employment with the Company through each vesting date. The Equity Award will be subject to the terms and conditions under the Sprinklr, Inc. 2021 Equity Incentive Plan and the applicable RSU grant notice and award agreement, and the Company's policies in effect from time to time. Note that, while RSUs have an estimated value at the time of grant, the actual value will depend on the future performance of the Company's stock and the fair market value of your Equity Award upon vesting, which may be higher or lower than the value at grant.

Notice Period

Either party may terminate this agreement by giving 60 days' prior notice in writing to the other party. It is at the sole discretion of the Company to relieve you earlier than the 60 days' notice period. The Company may terminate this agreement without cause by giving you 60 days' notice in writing or, in its sole discretion, by paying salary in lieu of the un-served notice period. Notice to terminate this agreement will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures, email from official email ID only). Notice of termination in electronic form where such identity cannot be ascertained such as SMS, social media posts/messages or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement.

Should you resign during the first year of your employment, the Company reserves the right to recover from you all reasonable and documented expenses incurred with regard to any training and development, relocation, special education, upskilling (including certifications), subscriptions, memberships or any on the job training provided to you in the course of your employment with the

Company. The Company can also withhold issuance of the relieving letter till the acceptance of the resignation letter and/or completion of assigned tasks, settling of dues. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures, email from official email ID only). Notice of termination in electronic form where such identity cannot be ascertained such as SMS, social media posts/messages or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement.

Termination

Your employment may be terminated by the Company by providing a reason for *Cause'* as defined under Severance and Change in Control Plan, as adopted by the Board on May 1, 2019 and amended on September 24, 2023 and February 3, 2024 and as may be further amended from time to time (the "Severance and CiC Plan"). A copy of the 'Severance and CiC Plan' document will be provided to you on along with this letter.

In the event of termination of your employment for Cause, you shall not be entitled to any compensation from all offices held by you in the Company and any of its subsidiaries and associates other than contractual and statutory dues, calculated up to the last date of employment, except in cases whether statutory deductions are permissible for the act of misconduct carried out by the employee, and you shall forthwith quit, hand over and deliver to the Company or to any person nominated by us for this purpose, use, occupation, control and vacant possession of any of the assets or other movable and immovable property of or belonging to the Company, including, without limitation, the laptop, computer, memoranda, correspondence, notes, records, reports, sketches, plans, letterheads, visiting cards or other documents and any copies or reproduction thereof in any medium whatsoever, and all other Confidential Information (pertaining to the Company or its business) whether or not the property was originally supplied to him/ her by the Company.

In the event your employment is terminated, you hereby agree to enter into a separation and settlement agreement with the Company (if deemed necessary by the Company), which shall inter alia capture your settlement amount and all obligations towards the Company post the termination of employment.

Statutory Benefits

Provident Fund: Statutory related payments like Provident Fund will be deducted from your salary, which would be governed by the relevant statutory laws as may be applicable from time to time.

Gratuity: You will also be eligible for gratuity upon successful completion of the employment of such period as prescribed in such Act from time to time**.**

Statutory Compliance

Income-tax and Professional Tax will be deducted from your salary, as applicable.

Medical Insurance*

You and your dependents will be covered under the **Company Mediclaim Policy** of up to Rs. 5,00,000/- and **Personal Accident Insurance** up to Rs. 25,00,000/-.

*This cover/benefit may change based on the most recent policy, renewed annually by the Company.

Flexible Benefits

During your employment with the Company, you will be entitled to participate in all our customary employee benefit plans and programs, subject to eligibility requirements, enrollment criteria, and the other terms and conditions of such plans and programs. The Company reserves the right to change, amend or rescind its benefit plans and programs and alter employee contribution levels at its discretion.

Leave

You will be granted up to 18 paid vacation days per calendar year (prorated for the first calendar year, based upon your Start Date), which may be used in accordance with the terms of the Company's vacation policy in effect from time to time.

Background Checks

You have represented to the Company that all the content of your resume, testimonials, references, application form, previous employment details and other information furnished by you are true and accurate. This offer of employment with the Company is contingent upon the satisfactory completion of reference and background checks that may be conducted on you. In the event the Company is not satisfied with the results of the background check conducted on you, the Company has all the rights to terminate your employment forthwith. Further, if any declaration given or information furnished by you to the Company proves to be false or misleading in any manner or you have willfully suppressed any material information, in such event, your employment will be terminated forthwith without any notice or compensation in lieu thereof and you will be liable for any damages which may have been caused to the Company directly or indirectly.

Travel

You may be required to undertake travel for Company's work, and you will be reimbursed expenses incurred on account of such travel as per the Company's guidelines.

Transfer of Employment

You agree and acknowledge that, subject to reasonable negotiation and mutual agreement, your employment can be transferred to any other Sprinklr company, affiliates, or a joint venture company currently existing or which may get incorporated in the future whether in India or abroad.

The terms & conditions, policies of such Sprinklr entity, joint venture, and laws of the land of the new location of employment are applicable from time to time.

Retirement

Upon expiry of the period of probation, this agreement shall expire automatically when you attain retirement age. The normal age of retirement is 60 years.

Compliance with Company policies

You agree at all times to act in a professional and courteous manner and comply with all of the Company's policies, conditions, and workplace guidelines in force from time to time. You are also required to complete all the mandatory training notified to you in any mode of communication.
The following are the list of policies which are inclusive, and not limited to be adhered to the time while being on employment with Sprinklr.

a) Global Employee Handbook
b) Code of Conduct
c) Global Harassment and Discrimination policy
d) Prevention of Sexual Harassment Policy
e) Travel & Expense Policy
f) IT Policy
g) Variable Compensation Terms & Conditions and applicable Commission Plan

Code of Conduct

Your employment is also governed by the Sprinklr 'Code of Conduct'. A copy of the 'Code of Conduct' document, which is incorporated herein by reference, will be made available to you on the date of start of employment. This offer is conditional upon your endorsing the 'Code of Conduct' document, indicating acceptance to be governed by the terms as laid out and any subsequent changes, during and after your tenure with our Company. Acknowledgement of you having understood the Code of Conduct and your commitment to abide by the covenants therein, through the course of your employment and thereafter, shall need to be completed within 7 days from your date of commencement of employment. You may be required to annually share your acceptance via digital mode. Failure to do so timely may be treated as non-compliance with the Company's Code of Conduct.

Further, you agree to abide by all the Company rules, regulations, instructions, policies, practices, and procedures which the Company may amend from time to time.

By executing this letter below, you agree that during the course of your employment and thereafter that you shall not use or disclose, in whole or in part, any of the Company's or its clients' trade secrets, confidential and proprietary information, including client lists and information, to any person, firm, corporation, or other entity for any reason or purpose whatsoever other than in the course of your employment with the Company or with the prior written permission of the Company's Chief Executive Officer. You also will be required to execute the Company's Non-Disclosure & Confidential Information Agreement annexed to this letter, the terms of which are in addition to the terms of this offer letter. By executing this letter below, you represent and warrant to the Company that you have no agreement with, or duty to, any previous employer or other person or entity that would prohibit, prevent, inhibit, limit, or conflict with the performance of your duties to the Company.

Entire Agreement

This agreement, including Non- Disclosure and Confidentiality Agreement, and the terms of the Company's Severance and Change in Control Plan, as adopted by the Board on May 1, 2019 and amended on September 24, 2023 and February 3, 2024 and as may be further amended from time to time (the "Severance and CiC Plan"), shall constitute the full and complete agreement between you and

the Company and supersedes all prior agreements and understandings between you and the Company related to your employment. This agreement governed by the laws of the India and Company laws. This letter may not be modified, changed, or altered except in writing signed by you and the Company. In the event that any provision of this agreement is read as inconsistent with or contradictory to the provisions of the Severance and CiC plan, the provisions of the Severance and CiC plan shall apply.

On behalf of Agreed to and accepted by:
Sprinklr India Private Ltd.

/s/ Ragy Thomas

Ragy Thomas
Chief Executive Officer (Director – India)

Acceptance

/s/ Amitabh Misra

Amitabh Misra

Annexure “A”
Compensation Breakup

** Special Allowance includes all the eligible Flexi-components. Please refer to PeopleWorks payroll system for your eligible Flexi-Components to avail Income-tax benefit.*

Annexure “B”
List of documents to be submitted on the date of joining Sprinklr India

S.No.	Description
1	All education certificates and mark sheets (X, XII, Graduation / PG/ Diploma as applicable)

2	Relieving letter from most recent employer or acceptance of resignation from most recen employer (to be followed within 30 days by original relieving letter)
3	Copy of a valid photo ID (e.g. PAN Card, Driving License, Passport)
4	Four passport size photographs
5	PAN Card
6	Other documents as indicated

Please bring along the originals for verification

Non-Disclosure & Confidential Information Agreement

As a condition of employment, you accept the following non-disclosure requirements:

1. **Maintaining Confidential Information**

a) You agree that during the course of your employment and thereafter, you will hold all Confidential Information in the strictest confidence, and to not use or disclose, in whole or in part, any of Sprinklr's Company's or its clients' Confidential Information to any third party for any reason or purpose whatsoever, other than in the course of your employment with the Company, or with the prior written permission of Sprinklr's Company's Chief Executive Officer. All Confidential Information, in whatever form, are and shall remain the sole property of Company or the third party that provided such information to Company, and you shall not obtain any right, title, or interest in or to any Confidential Information under this Agreement or by the performance of any obligations hereunder.

a. ***"Confidential Information"*** means and includes documents and all information whether written or un-written belonging to Company or Sprinklr Group, or belonging to any third party (e.g., any of Sprinklr's affiliates, clients or vendors) and held in confidence by Company, that i) is not generally known to the public; ii) is designated or treated by Sprinklr or such third party as confidential; or iii) would be reasonably understood to be of a confidential nature for a company in Company's industry. Confidential Information can be in any form and includes, but is not limited to all trade secrets, proprietary information relating to products, processes, know-how, designs, formulas, algorithms, models, methods, developmental or experimental work, computer programs (including source code and object code), data bases, other original works of authorship, including Intellectual Property and Proprietary Rights (defined below), contracts, customer lists,

business plans, financial information, marketing plans, intercompany arrangements, and any existing or proposed acquisition, strategic alliance or joint venture.

a. The Confidential Information does not include:

   i. Information that by means other than your deliberate or inadvertent disclosure becomes well known or is readily ascertainable by the public;
   ii. Disclosures compelled by judicial or administrative proceedings following your diligent challenge to such disclosure having afforded us the opportunity to participate in the proceedings.

a. Company respects the confidentiality of third parties' information. You agree to not use or disclose any information that is subject to confidentiality restrictions placed upon it by a third party, including prior employers, and Company expressly disclaims any request or requirement that you disclose or use any such information in furtherance of your duties as an employee of the Company.

a. All notes, data, information and/or memoranda of any nature and in particular the Confidential Information which shall be acquired, received or made by you during the course of this employment shall be surrendered by you to the Company at the termination of employment or at the request of the Company at any time during the course of employment or at any time thereafter..

1. Conflict of Interest

During the course of employment, you shall work exclusively for the Company or its affiliates or any third party (under instruction from the Company), and shall not engage yourself either directly or indirectly, wholly or partly either for monetary or non-monetary benefits as an employee, consultant, owner or promoter, in any trade, business, occupation, and assignment for any other company or firm unless prior written permission is given by your manager for you to undertake any work, including but not limited to freelance writing, designing etc. outside of the Company and its group entities.

You shall not perform any services for any competitor of the Company or any associate/affiliate of a competitor at all times, nor shall you otherwise serve any conflicting interest unless the Company first consents in writing.

1. Non-Compete

You hereby acknowledge and agree that during the term of this Agreement and for a period of three (3) months thereafter, you shall not, directly, or indirectly, in any individual or representative capacity, engage or participate in or provide services to any business that is competitive with the types and kinds of business being conducted by the Company.

1. Non-Solicitation

You shall not, during the course of your employment and for a period of 12 months from the date your employment terminates for whatsoever reason: -

a) Recruit, solicit, entice, assist, engage in or otherwise undertake (whether directly or indirectly) any activity with a view to recruiting any person then employed or under offer of employment

by the Company or its affiliates to join you in providing services to or becoming involved in any business activity in which you are involved outside the Company; or

a. Induce (whether directly or indirectly) any such person to breach their contract of employment with the Company or any of the group companies.

1. Intellectual Property

a) You shall during the term of this Agreement forthwith disclose to the Company every discovery, invention, improvement, design and secret process made, developed or discovered by you (whether alone or with any other person or persons) and all relevant Intellectual Property Rights (whether the same are capable of being patented or registered or not). You agree that all such information and materials shall belong to and be the sole and absolute property of the Company or its designee, as 'works made for hire'. You hereby irrevocably relinquish all rights, including moral rights on any copyright work originated, conceived, written or made by you (either alone or with others) and agrees not to claim that any treatment, exploitation or use of the said works infringes such moral rights (including but not limited to, the right to be indemnified, the right to object to derogatory treatment and right against false attribution).
b) You will in no manner whatsoever use any confidential information or intellectual property that was procured in any of your previous employment(s), or which the Company is otherwise not entitled to use.
c) You agree to keep and maintain adequate and current written records of all inventions made by you (whether solely or jointly) during the term of your employment with the Company. The records may be maintained in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, and any other format. The records will be available to and remain the sole property of the Company at all times. You agree to not remove or delete any such records from the Company's place of business or servers or emails or other Company property except when expressly permitted by the Company in writing. You will return all such records at the time of termination of employment or at any point of time as may be required by the Company / an affiliate.
d) You agree to assist Company, or its designee, at Company's expense, in every proper way to secure and enforce Company's rights in the inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. You further agree that your obligation to execute or cause to be executed, when it is in your power to do so, any such instrument or papers shall continue after the termination of this Agreement.

1. Personal Data Protection

By signing this Letter of Appointment, you agree to the Company holding and processing, both electronically and manually, the personal data it collects in relation to you. This will be done for the purposes of the administration and management of its employees and for compliance with applicable procedures, laws and regulations. This personal data may be held offshore. You also consent to the

transfer, storage, and processing by the Company of such data to third parties (under instruction from companies) and associate/ affiliate companies both inside and outside India.

1. Indemnity

You shall, at all times, indemnify and keep indemnified the Company, its directors, officers, employees and other personnel and that of its affiliates against all sums whether by way of claims, demands, damages, costs, charges or expenses paid or incurred by the Company and its affiliates in or in connection with any action, claim, proceeding or demand instituted or made against the Company and its affiliates caused or occasioned by your breach, failure, default or neglect, in the opinion of the Company, to observe and comply fully with the terms and conditions your employment herein contained.

1. Warranty

By signing this letter, you confirm, that: (i) you are under no obligation or arrangement (including any restrictive covenants with any prior employer or any other entity) that would prevent you from becoming an employee of the Company or that would in any way impact your ability to perform the position offered to you; and (ii) you have not taken (or failed to return) any confidential information belonging to any prior employer or any other entity.

1. Amendment to this Agreement

You acknowledge that this condition of employment may not be altered, or its obligations excused except by a written document signed by a corporate officer of the Company or the senior employee of the Company.

1. Miscellaneous

a) Governing law: This Agreement shall be governed by and construed in accordance with the Laws of India.

a. Jurisdiction: In relation to any legal action or proceedings arising out of or in connection with this Agreement, both the parties irrevocably submit to the exclusive jurisdiction of the courts in Bangalore, India.
b. Dispute Resolution: All disputes, differences or questions arising between the parties or concerning or connected with the interpretation or implementation of this Letter of Appointment (**"Dispute"),** shall at the first instance be resolved through good faith consultation, which consultation shall begin promptly after a party has delivered to the other party a written request for such consultation. If the parties are unable to resolve the Dispute within 30 days of commencement of consultation proceedings, the Dispute shall be settled submitted to and settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration shall be Bangalore, India and the language used in the arbitral proceedings shall be English. The parties shall mutually agree to choose a person to be the arbitrator. The decision of such arbitrator shall be final and binding on the parties.

Welcome to the Sprinklr India family! The Company welcomes you as an employee and looks forward to a successful relationship in which you will find your work both challenging and rewarding.

/s/ Ragy Thomas

Ragy Thomas
Chief Executive Officer (Director – India)

Acceptance

The provisions of this letter of employment and Non- Disclosure and Confidential Information Agreement have been read and understood and the offer is herewith accepted. I understand that my employment is contingent upon completion of necessary background check and professional reference check. I undertake to keep all the information confidential whether shared or gained during my tenure with the organization.

/s/ Amitabh Misra

Amitabh Misra

Exhibit 10.26

Execution Version

EMPLOYMENT AGREEMENT

This Employment Agreement (the "***Agreement***") is made between Sprinklr, Inc. (the "***Company***") and Rory Read (the "***Executive***") (collectively, the "***Parties***"), effective as of the date executed below.

Whereas, the Company desires for Executive to provide services to the Company, and wishes to provide Executive with certain compensation and benefits in return for such employment services; and

Whereas, Executive wishes to be employed by the Company and to provide personal services to the Company in return for certain compensation and benefits;

Now, Therefore, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Employment and Duties.

1.1 **General.** Commencing on November 5, 2024 (the "***Start Date***"), the Executive shall serve as Chief Executive Officer and President of the Company, reporting directly to the Board of Directors of the Company (the "***Board***"). For the avoidance of doubt, the Executive will not share duties or titles with any other person in the roles of either Chief Executive Officer or President. The Executive shall be appointed to the Board effective with, and subject to, his commencement of service as Chief Executive Officer and President of the Company as of the Start Date. Thereafter, during the Executive's term of employment, the Board shall nominate the Executive for re-election as a member of the Board at the expiration of the then current term, provided that the foregoing shall not be required to the extent prohibited by legal or regulatory requirements. Commencing on the Start Date, (i) Executive shall have the duties, responsibilities, and authority customarily held by the chief executive officer and president of a corporation the equity securities of which are publicly traded, (ii) all employees of the Company shall report to the Executive or one of his designees, and (iii) Executive shall perform such other duties as the Board may reasonably require from time to time as long as they are consistent with the types of duties and responsibilities associated with the position of Chief Executive Officer and President (the "***Other Duties***"). The Executive's principal place of employment shall be Miami, Florida, from which Executive will work remotely from the Executive's residence; provided, however, that the Executive understands and agrees that he shall be required to travel from time to time for business reasons, primarily to the Company's headquarters currently located in New York, New York. For payroll purposes with respect to all compensation payable to the Executive hereunder, the Executive will be treated as a resident of the State of Florida.

1.2 **Exclusive Services.** For so long as the Executive is employed by the Company, the Executive shall devote his full-time working time to his duties hereunder, shall conform to and use his good faith efforts to comply with the lawful and good faith directions and instructions given to him by the Board, and shall use his good faith efforts to promote and serve the interests of the Company. Further, the Executive shall not, directly or indirectly, render services to any other person or organization without the consent of the Company or otherwise engage in activities that would interfere with the faithful performance of his duties hereunder. Notwithstanding the foregoing, subject to and in accordance with the Company's policies as may

be in effect from time to time, the Executive may (i) serve on corporate boards, with the prior consent of the Board, (ii) serve on civic or charitable boards or engage in charitable activities without remuneration therefor, and (iii) manage his personal investments and affairs, and serve as an executor, trustee, or in a similar fiduciary capacity in connection therewith, provided that such activities do not, individually or in the aggregate, (i) conflict materially with the performance of the Executive's duties under this Agreement, (ii) conflict with the Executive's fiduciary duties to the Company, or (iii) result in a breach of the restrictive covenants to which Executive is bound.

1.3 **Former Employers and Other Agreements.** The Executive represents and warrants that he is not subject to any restrictions by a former employer or under any other agreement that would prevent him from accepting the position of Chief Executive Officer and President of the Company or performing his duties under this Agreement without limitation.

1.4 **Deemed Resignations.** Except as otherwise determined by the Board or as otherwise agreed to in writing by the Executive and the Company or any of its affiliates prior to the termination of the Executive's employment with the Company or any of its affiliates, any termination of the Executive's employment shall constitute, as applicable, an automatic resignation of the Executive: (a) as an officer of the Company and each of its affiliates; (b) from the Board; and (c) from the board of directors or board of managers (or similar governing body) of any affiliate of the Company and from the board of directors or board of managers (or similar governing body) of any corporation, limited liability entity, unlimited liability entity or other entity in which the Company or any of its affiliates holds an equity interest and with respect to which board of directors or board of managers (or similar governing body) the Executive serves solely by reason of being a designee or other representative of the Company or any of its affiliates. The Executive shall take any further actions that the Company or any of its affiliates reasonably requests to effectuate or document the foregoing. For purposes of this Agreement, "affiliates" means all entities directly or indirectly controlled by the Company.

1.5 **Indemnification; Directors and Officers Insurance.** Executive shall receive the same indemnification protections as other senior executives and as set forth in the Company's publicly filed form of executive officer indemnification agreement. ("***Indemnification Agreement***"). As of the effective date of this Agreement, the Company is in the process of finalizing an updated version of the Indemnification Agreement. Within forty-five (45) days after executing this Agreement, the Parties will provide Executive with a final form of the Indemnification Agreement. The Company reserves the right to subsequently revise the Indemnification Agreement and shall provide the Executive with notice of any material revisions. The Company represents that, as of the effective date of this Agreement, it maintains an insurance policy or policies providing liability insurance for directors, trustees, general partners, managing members, officers, employees, agents or fiduciaries of the Company ("***D&O Insurance***") and that the Executive shall be entitled to coverage, uninterrupted throughout the term of his employment with the Company, under such D&O Insurance in such a manner as to provide the Executive the same rights and benefits as are provided to the most favorably insured of the Company's directors.

2. Compensation and Other Benefits.

2.1 **Signing/Retention Bonus.** Subject to Executive commencing work on the Start Date, the Company will pay Executive a lump sum cash signing bonus of Three Million Dollars ($3,000,000) (the "***Signing Bonus***"), subject to applicable tax withholdings, to be paid as an advance on the first payroll date after the Start Date. The Signing Bonus will be earned upon Executive's continuous employment for the twenty-four (24) months following the Start Date. If Executive is terminated for Cause (as defined herein) or if Executive resigns without Good Reason (as defined herein) within the first twenty-four (24) months after the Start Date, the bonus is not earned and therefore Executive will be required to repay a pro-rata amount of the amount of the pre-tax signing bonus paid to Executive, based on the number of months Executive did not remain in continuous employment during that period. In this instance, Executive must repay the unearned portion of the signing bonus within thirty (30) days of Executive's last day of employment. If Executive fails to timely and fully repay the unearned portion of the Signing Bonus, the Company will be entitled to its reasonable attorneys' fees and costs incurred to recover such amount. For the avoidance of doubt, the foregoing repayment obligation will not apply in the event the Executive's employment is terminated by reason of the Executive's death or Disability (as defined herein).

2.2 **Salary.** The Company shall pay to the Executive an annual base salary (the "***Base Salary***") of Six Hundred Seventy-Five Thousand Dollars ($675,000), payable in accordance with the Company's standard payroll schedule for salaried employees (including pay periods that currently occur twice per month), subject to standard withholding and payroll taxes. The Base Salary shall be reviewed by the Compensation Committee of the Board ("***Compensation Committee***") in good faith, based upon the Executive's performance, not less often than annually. The Base Salary may be increased, but not decreased (without the Executive's prior written consent) below its then current level, from time to time by the Board, and as so increased will thereafter be the "**Base Salary**."

2.3 **Annual Cash Bonus.** The Executive shall be eligible to receive an annual, discretionary cash bonus (the "***Annual Bonus***") with a Target Bonus Opportunity ("***TBO***") of one hundred percent (100%) of the Executive's then current Base Salary for the applicable year. Annual Bonus payouts are not guaranteed and are awarded based on achievement of individual and Company performance targets. The Company performance targets applicable to the Executive's Annual Bonus shall be based upon achievement of performance targets established by the Compensation Committee in accordance with the Company's annual bonus program as applicable to senior executives of the Company, as in effect from time to time (the "***Bonus Program***"). Achievement of subjective portions of the Executive's performance targets will be determined by the Company in its sole discretion. The Annual Bonus, if any, will be paid at the same time annual bonuses are generally payable to other senior executives of the Company, subject to the Executive's continued employment on such payment date. The Executive shall be entitled to receive a prorated Annual Bonus calculated based on full achievement of TBO in respect of fiscal year 2025 (i.e., February 1, 2024 through January 31, 2025) based upon the portion of that fiscal year during which Executive was employed.

2.4 **Equity.**

2.4)1) **Sign-on Restricted Stock Units.** Provided that Executive commences employment, on the Start Date (the "***Grant Date***"), the Executive shall be granted a one-time restricted stock unit ("***RSU***") award of One Million Four Hundred Twenty-Five Thousand (1,425,000) shares of the Company's Common Stock (the "***Sign-On RSUs***"). As defined herein, "***Common Stock***" means Company's *Class A* common stock. The Sign-On RSUs shall be granted pursuant to the terms and conditions of the Sprinklr, Inc. 2021 Equity Incentive Plan (as amended or restated from time to time the "***Plan***"), the grant notice and award agreement, and the Company's policies in effect from time to time. The Sign-On RSUs shall vest over approximately three (3) years in accordance with the following schedule: (i) thirty-three percent (33%) of the RSUs will vest on the first anniversary of the Grant Date, and (ii) the remaining sixty-seven percent (67%) of the RSUs will vest in eight substantially equal installments on each Company quarterly vesting date (March 15, June 15, September 15 and December 15) thereafter over the next two (2) years, starting with December 15, 2025, in each case, subject to the Executive's Continued Service (as defined in the Plan) with the Company through each vesting date.

2.4)2) **Sign-on Performance-based Restricted Stock Units.** On the Grant Date, the Executive shall be granted a one-time performance restricted stock unit ("***PSU***") award of One Million Four Hundred Twenty-Five Thousand (1,425,000) shares of the Company's Common Stock (the "***Sign-On PSUs***" and together with the Sign-On RSUs, the "***Sign-On Awards***"). The Sign-On PSUs shall be granted pursuant to the terms and conditions of the Plan and the individual grant notice and award agreement and such grant notice and award agreement shall contain vesting (including acceleration) terms that are substantially consistent with the vesting (including acceleration) terms summarized in Exhibit A attached hereto. One Million Four Hundred Twenty-Five Thousand (1,425,000) shares of the Company's Common Stock shall be the target number of shares subject to the Sign-On PSUs.

2.4)3) **2025 Award.** On the Grant Date, Executive shall be granted: (A) a RSU award of Seven Hundred Twelve Thousand Five Hundred (712,500) shares of the Company's Common Stock, vesting over four (4) years in accordance with the following schedule: (1) twenty-five percent (25%) of the RSUs will vest on the first anniversary of the Grant Date, and (2) the remaining seventy-five percent (75%) of the RSUs will vest in twelve (12) substantially equal installments on each quarterly vesting date thereafter over the next three (3) years; and (B) a PSU award of Seven Hundred Twelve Thousand Five Hundred (712,500) shares of the Company's Common Stock, which shall be the target number of shares subject to such award, vesting on the same terms applicable to the Sign-On PSUs as summarized in Exhibit A except that the performance period shall be a three (3) year performance period commencing no later than on January 1, 2025 (together, the "***2025 Awards***"). The 2025 Awards shall be granted pursuant to the terms and conditions of the Plan, the grant notices and

award agreements, and the Company's policies in effect from time to time, provided that the individual grant notice and award agreement with respect to the 2025 Award of PSUs shall contain vesting (including acceleration) terms that are substantially consistent with the vesting (including acceleration) terms as summarized in Exhibit A.

(av) **Future Awards.** Beginning in calendar year 2026, the Executive shall be considered for future equity incentive award grants (including, without limitation, RSUs and PSUs) under the equity incentive plan of the Company then in effect, which may be based on individual and/or Company performance (as may be established in conjunction with the Company's regular equity review cycle) consistent with any criteria the Company deems appropriate for use in such equity review cycle (each, a "***Future Award***"). A grant of Future Award, if any, including the terms of any Future Award, shall be determined in the Board's sole discretion and any such determination shall not constitute Good Reason. Each Future Award, if granted, shall be granted pursuant to the terms and conditions of the Plan, the grant notices and award agreements, and the Company's policies in effect from time to time.

(av) **Plan.** As of the effective date of this Agreement, the terms of the Plan are as set forth in the document available via the following URL: https://www.sec.gov/Archives/edgar/data/1569345/000119312521199644/d163590dex992.htm. Company will provide the Executive with notice of any amendments or restatements to the Plan. In the event that any term and condition set forth in this Agreement (or exhibits thereto) is in any way inconsistent or conflicting with any term and condition set forth in the Plan, the terms and conditions of this Agreement will prevail to the extent of any such inconsistency or conflict.

1. **Clawback Rights.** Incentive and equity compensation granted under applicable plans will be subject to recoupment in accordance with the Company's Incentive Compensation Recoupment Policy, as may be amended from time to time, or any other clawback policy that the Company maintains or adopts that is applicable to similarly situated executives of the Company.

i. Standard Company Benefits. The Executive shall be entitled to participate in all of the Company's then-current customary employee benefit plans and programs, subject to eligibility requirements, enrollment criteria, and the other terms and conditions of such plans and programs, with the exclusion of the Sprinklr, Inc. Executive Severance and Change in Control Plan (the "*Severance Plan*"). The Company reserves the right to change or rescind and replace its benefit plans and programs and alter employee contribution levels at its discretion. Currently, the Company offers a Flexible Paid Time Off ("*PTO*") program under which PTO is not tracked, accrued, or carried over from year to year. Notwithstanding the above, the Executive shall be entitled to an annual medical exam administered by the Duke executive health program or such other executive health program as may be mutually agreed by the Company and the Executive.

ii. Expenses. The Company will reimburse the Executive for reasonable travel, entertainment or other expenses incurred by the Executive in furtherance or in connection with the performance of the Executive's duties hereunder, in accordance with the Company's expense reimbursement policy as in effect from time to time. Without

limiting the foregoing, the Company will reimburse Executive for reasonable attorneys' fees incurred by the Executive in connection with the negotiation of this Agreement and any related agreements, not to exceed $45,000.

iii. Termination of Employment; Severance

1. **At-Will Employment.** The Executive's employment relationship is at-will. Either the Executive or the Company may terminate the employment relationship at any time, with or without cause or advance notice.
2. **Termination for Cause; Resignation Without Good Reason**. If, at any time, the Company terminates the Executive's employment for Cause, or if the Executive resigns without Good Reason, the Executive will receive the Accrued Obligations (defined below) and will not be entitled to any other form of compensation from the Company, including any severance benefits.
3. **Termination Without Cause or Resignation for Good Reason During Change in Control Period.** If at any time during a Change in Control Period (defined below), the Company terminates the Executive's employment without Cause or the Executive resigns for Good Reason, provided such termination or resignation constitutes a Separation from Service (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a "***Separation from Service***"), then, in addition to the Accrued Obligations and subject to the Executive's compliance with the terms of this Agreement and the Severance Preconditions (defined below), the Company will provide the Executive with the following severance benefits:

(av) **Base Salary.** The Executive shall receive cash payments equal to eighteen (18) months (the "***Severance Period***") of payment of the Executive's then current Base Salary, which shall be paid in substantially equal installments in accordance with the Company's regular payroll practices commencing on the first payroll date following the Executive's termination for a period of twelve (12) months; provided that any such payments shall not be paid until the first scheduled payroll date following the effective date of the Release (or later as provided in Section 7 below), with the first such payment being in an amount equal to any amount otherwise scheduled to be paid prior thereto.

(bv) **Bonus Payment**. The Executive will be entitled to a payment equal to one hundred and fifty percent (150%) of the TBO established for the Executive in relation to the Annual Bonus for the year in which the Executive's termination or resignation occurs. If at the time of such termination or resignation the Executive is eligible for the Annual Bonus for the year in which the termination or resignation occurs, but the TBO (or target dollar amount, if specified as such in the applicable bonus plan) for such bonus has not yet been established for such year, the target percentage shall be the TBO established for the Executive for the preceding year. For the avoidance of doubt, the amount of the Annual Bonus to which the Executive is entitled will be calculated (1) assuming all articulated performance goals for such bonus (including, but not limited to, corporate and individual performance, if applicable), for the year of the termination or resignation were achieved at target levels; (2) as if the Executive had provided services for the entire year for which the bonus relates; and (3) ignoring any reduction in the Executive's base

salary that would give rise to the Executive's right to resignation for Good Reason (such bonus to which the Executive is entitled, the "***Annual Target Bonus Severance Payment***"). The Annual Target Bonus Severance Payment shall be paid in substantially equal installments commencing on the first payroll date following the Executive's termination for a period of twelve (12) months; provided that any such payments shall not be paid until the first scheduled payroll date following the effective date of the Release (or later as provided in Section 7 below), with the first such payment being in an amount equal to any amount otherwise scheduled to be paid prior thereto.

(cv) **Payment of Continued Group Health Plan Benefits**. If the Executive timely elects continued group health plan continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("***COBRA***") following the Executive's termination or resignation date, the Company shall pay directly to the carrier an amount of the Executive's COBRA premiums sufficient to allow the Executive to pay the same premium as Executive would pay as an active employee, on behalf of the Executive for the Executive's continued coverage under the Company's group health plans, including coverage for the Executive's eligible dependents, until the earliest of (i) the end of the Severance Period following the date of the Executive's termination or resignation, (ii) the expiration of the Executive's eligibility for the continuation coverage under COBRA, or (iii) the date when the Executive becomes eligible for substantially equivalent health insurance coverage in connection with new employment (such period from the Executive's termination or resignation date through the earliest of (i) through (iii), the "***COBRA Payment Period***"). Upon the conclusion of such period of insurance premium payments made by the Company, the Executive will be responsible for the entire payment of premiums (or payment for the cost of coverage) required under COBRA for the duration of Executive's eligible COBRA coverage period, if any. For purposes of this section, (1) references to COBRA shall be deemed to refer also to analogous provisions of state law and (2) any applicable insurance premiums that are paid by the Company shall not include any amounts payable by the Executive under an Internal Revenue Code Section 125 health care reimbursement plan, which amounts, if any, are the Executive's sole responsibility. The Executive agrees to promptly notify the Company as soon as the Executive becomes eligible for health insurance coverage in connection with new employment or self-employment.

Notwithstanding the foregoing, if at any time the Company determines, in its sole discretion, that it cannot provide the COBRA premium benefits without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then in lieu of paying COBRA premiums directly to the carrier on the Executive's behalf, the Company will instead pay the Executive on the last day of each remaining month of the COBRA Payment Period a fully taxable cash payment equal to the value of the Executive's monthly COBRA premium subsidy on an after-tax basis for the first month of COBRA coverage, subject to applicable tax withholding (such amount, the "***Special Severance Payment***"), such Special Severance Payment to be made without regard to the Executive's

election of COBRA coverage or payment of COBRA premiums and without regard to the Executive's continued eligibility for COBRA coverage during the COBRA Payment Period. Such Special Severance Payment shall end upon expiration of the COBRA Payment Period. The Executive is not obligated to use such Special Severance Payment for COBRA premiums.

(av) **Equity Acceleration.** The vesting of the outstanding unvested portions of the Sign-On Awards , 2025 Awards and Future Awards granted, if any, as of the date of the Executive's termination or resignation (each, an " ***Equity Award*** ") shall be accelerated in full, provided that, with respect to any such outstanding Equity Award that is subject to performance vesting, unless more favorable treatment is otherwise provided in the individual grant notice and award agreement evidencing such award, shall accelerate vesting at the greater of (i) one hundred percent (100%) of the target number of shares subject to such Equity Award and (ii) the number of shares subject to such Equity Award that would have vested as provided in the individual grant notice and award agreement evidencing such Equity Award had the Executive remained in Continuous Service (as defined in the Plan) through the date of such Change in Control. To the extent the Executive's termination or resignation occurs prior to the Change in Control, the acceleration set forth in this section shall be contingent and effective upon the Change in Control and the Executive's Equity Awards will remain outstanding following Executive's termination or resignation to give effect to such acceleration as necessary.

4. **Termination Without Cause or Resignation for Good Reason Outside of Change in Control Period**. If at any time outside of a Change in Control Period, the Company terminates Executive's employment without Cause or Executive resigns for Good Reason, provided such termination or resignation constitutes a Separation from Service, then in addition to the Accrued Obligations and subject to Executive's compliance with the terms of this Agreement and the Severance Preconditions, the Company will provide Executive with the following severance benefits:

(av) the base salary cash payment described in Section 5.3(i) above, but the Severance Period for purposes of calculating such benefits shall be twelve (12) months;

(bv) the COBRA benefits described in Section 5.3(iii) above, but the Severance Period for the purposes of calculating such benefits shall be twelve (12) months;

(cv) a prorated Annual Bonus for the year in which the Executive's termination date occurs, determined based upon the proportion of the year during which the Executive was employed multiplied by one hundred percent (100%) achievement of the TBO, payable at the time and in the form in which the Annual Bonus is regularly paid;

(dv) accelerated vesting of the Equity Awards, in each case that are subject solely to time-based vesting, such that the portion of such Equity Awards that would have vested in the twelve (12) month period following the Executive's termination date shall become immediately vested; and

(ev) accelerated vesting of the Equity Awards, in each case that are subject to performance-based vesting, such that one third of the target

number of shares subject to such Equity Awards shall become immediately vested.

For the avoidance of doubt, in no event shall Executive be entitled to benefits under both Section 5.3 and this Section 5.4. If Executive is eligible for severance benefits under both Section 5.3 and this Section 5.4, Executive shall receive the severance benefits set forth in Section 5.3 and such benefits shall be reduced by any comparable benefits previously provided to Executive under Section 5.4. The benefits provided in this Section 5 are in lieu of benefits provided by the Severance Plan or any similar plan that may be adopted by the Company.

1. **Termination Due to Death or Disability**. The Executive's employment with the Company shall terminate automatically on the Executive's death. In the event of the Executive's Disability, the Company shall be entitled to terminate the Executive's employment. In the event of termination of the Executive's employment by reason of the Executive's death or Disability, in addition to the Accrued Obligations, the Company shall pay to the Executive (or to the Executive's estate, as applicable) the following subject to the Executive's (or the Executive's estate, as applicable) compliance with the terms of this Agreement and the Severance Preconditions:
    (av) a prorated Annual Bonus for the year in which the Executive's employment termination due to death or Disability occurs, determined based upon the proportion of the year during which the Executive was employed multiplied by one hundred percent (100%) achievement of the TBO, payable at the time and in the form in which the Annual Bonus is regularly paid;
    (bv) any Annual Bonus in respect of a previously completed fiscal year to the extent earned but unpaid as of the date of the termination of Executive's employment, payable on the sixtieth (60th) day after the termination of the Executive's employment; and
    (cv) accelerated vesting of the Equity Awards shall apply, as set forth in sub-Sections 5.4(iv) and (v).

Notwithstanding the foregoing, in the event that as a result of absence because of mental or physical incapacity the Executive incurs a Separation from Service, the Executive shall on such date automatically be terminated from employment as a Disability termination and such termination shall be deemed to be for "Disability." If the Executive shall die while any amounts would be payable to the Executive under this Agreement had the Executive continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to Executive's designated beneficiaries or estate, applicable.

1. **No Duty to Mitigate**. The Executive shall not be required to mitigate the amount of severance payments and benefits that he is entitled to receive pursuant to this Agreement, nor shall any payments or benefits that the Executive may receive from any other source reduce or offset any such severance payments or benefits, except as otherwise provided herein.
2. **Notice of Termination For Cause; Notice of Termination Without Cause.** Any termination of the Executive's employment for Cause or without Cause shall be communicated in writing in accordance with Section 11.7 below ("***Company's Termination Notice***"). In the event of a termination for Cause, the Company's Termination Notice shall indicate the following: (a) the specific termination provision(s) in this Agreement relied upon by the Company; (b) reasonable detail as to the facts and circumstances claimed to provide a basis for termination of the

Executive's employment under the provision(s) so indicated; and (c) the date on which such termination is effective (subject to applicable cure periods). The failure by the Company to set forth in Company's Termination Notice any fact or circumstance which contributes to a showing of Cause shall not waive any right of the Company hereunder or preclude the Company from asserting such fact or circumstance in enforcing the Company's rights hereunder to the extent that such fact or circumstance is on the same asserted provision within the Cause definition. In the event of a termination by the Company without Cause, Company's Termination Notice shall specify the date of termination, which date shall not be more than thirty (30) days after the giving of such notice.

iv. Definitions.

1. **Accrued Obligations.** For purposes of this Agreement, "***Accrued Obligations***" shall mean: (i) the Executive's accrued but unpaid Base Salary through the date of termination; (ii) any unreimbursed business expenses incurred by the Executive payable in accordance with the Company's standard expense reimbursement policies, but in no event later than the end of the calendar year following the calendar year in which the Executive incurs such expense; and (iii) benefits owed to the Executive under any qualified retirement plan or health and welfare benefit plan in which the Executive was a participant in accordance with applicable law and the provisions of such plan.
2. **Cause.** For purposes of this Agreement, "***Cause"*** shall mean (i) any act or omission that constitutes a material breach by the Executive of his obligations under this Agreement; (ii) the willful and continued failure or refusal of the Executive (not as a consequence of illness, accident or other incapacity) to perform the material duties reasonably required of him hereunder after written notice had been provided to Executive of such failure or refusal; (iii) the Executive's indictment for, conviction of, or plea of nolo contendere to, any felony or other indictable criminal offence, (iv) an action by the Executive involving fraud or moral turpitude or that otherwise materially impairs or impedes the operations or reputation of the Company or any of its subsidiaries or affiliates (the "***Company Group***"); (v) the Executive's engaging in any willful misconduct, gross negligence or act of dishonesty with regard to the Company Group, or his duties; (vi) the Executive's breach of either a material written policy or code of conduct of the Company Group that is applicable to the Executive, including, without limitation, the Company's sexual harassment policy, and, to the extent the Executive is aware of such rules or has been informed thereof, the relevant rules of any governmental or regulatory body applicable to the Company Group; provided, that any such notification with respect to the rules of any governmental or regulatory body outside the United States shall be in writing; or (vii) the Executive's refusal to follow the lawful directions of the Board; provided, however, that no event or condition described in clauses (i), (vi) or (vii) shall constitute Cause unless (y) the Company first gives the Executive written notice of its intention to terminate his employment for Cause and the grounds for such termination, and (z) such grounds for termination (if susceptible to correction) are not corrected by the Executive within thirty (30) days of his receipt of such notice.

2.1 **Change in Control.** For purposes of this Agreement, "***Change in Control***" means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events; provided, however, to the extent

necessary to avoid adverse personal income tax consequences to the Executive, also constitutes a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets, as provided in Section 409A(a)(2)(A)(v) of the Code and Treasury Regulations Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder):

(av) any Exchange Act Person (as defined in the Plan) becomes the owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company's then outstanding securities other than by virtue of a merger, consolidation or similar transaction. Notwithstanding the foregoing, a Change in Control shall not be deemed to occur (A) on account of the acquisition of securities of the Company directly from the Company, (B) on account of the acquisition of securities of the Company by an investor, any affiliate thereof or any other Exchange Act Person that acquires the Company's securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities, or (C) solely because the level of ownership held by any Exchange Act Person (the "***Subject Person***") exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, the Subject Person becomes the owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities owned by the Subject Person over the designated percentage threshold, then a Change in Control shall be deemed to occur;

(av) there is consummated a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation or similar transaction, the stockholders of the Company immediately prior thereto do not own, directly or indirectly, either (A) outstanding voting securities representing more than fifty percent (50%) of the combined outstanding voting power of the surviving entity in such merger, consolidation or similar transaction or (B) more than fifty percent (50%) of the combined outstanding voting power of the parent of the surviving entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions as their ownership of the outstanding voting securities of the Company immediately prior to such transaction;

(av) there is consummated a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the

Company and its subsidiaries to an entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition; or

(av) individuals who, on the date the Plan is adopted by the Board, are members of the Board (the "***Incumbent Board***") cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member shall, for purposes hereof, be considered as a member of the Incumbent Board.

(av) Notwithstanding the foregoing, the term Change in Control shall not include a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company.

2.1 **Change in Control Period.** For purposes of this Agreement, "***Change in Control Period***" is defined as the period commencing three (3) months prior to the effective time of a Change in Control and ending twelve (12) months following the effective time of a Change in Control.

2.2 **Disability**. For purposes of this Agreement, "***Disability***" shall have the meaning set forth in Treasury Regulation Section 1.409A-3(i)(4)(i) and (iii).

2.3 **Good Reason.** For purposes of this Agreement, "***Good Reason***" shall mean the occurrence of any of the following events without the Executive's prior written consent: (i) a failure by the Company to timely pay material compensation due and payable to the Executive in connection with his employment (including, for the avoidance of doubt, to pay out equity incentive awards in accordance with their terms); (ii) a diminution in the Executive's Base Salary or TBO; (iii) (A) a material diminution of the authority, duties or responsibilities of the Executive from those set forth in this Agreement, or assignment of duties or responsibilities to the Executive that are materially inconsistent with the Executive's position as Chief Executive Officer and President, including, without limitation, ceasing to be the Chief Executive Officer of the Company as a publicly traded entity (or its ultimate parent following a Change in Control), or (B) the failure to nominate the Executive for election to serve on the Board or removal of the Executive from the Board other than (1) for Cause or (2) pursuant to Section 1.4 of this Agreement; (iv) the Company requiring that the Executive cease working remotely from his residency in Miami, Florida and, without obtain the Executive's prior consent, requiring that the Executive instead work primarily at any office of Company located more than fifty (50) miles from his current residency; (v) the Company requiring the Executive to be based at any office or location more than fifty (50) miles from the New York, New York area after the Executive electing, in the Executive's sole discretion, to no longer work remotely from his residency and to instead relocate to the New York, New York area to work primarily at the Company's current headquarters; or (vi) a material breach by the Company of its

obligations under this Agreement or the Indemnification Agreement; provided, however, that no event or condition described in clauses (i) through (vi) shall constitute Good Reason unless: (x) the Executive gives the Company written notice of his intention to terminate his employment for Good Reason within sixty (60) days of the Executive's becoming aware of the occurrence of the Good Reason event, referencing the specific provision relied upon for electing Good Reason and reasonable detail as to the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision(s) so indicated; and (y) such grounds for termination (if susceptible to correction) are not corrected by the Company within thirty (30) days of its receipt of such notice. If such grounds for termination for Good Reason are not cured during such thirty (30) day period, the Executive's termination for Good Reason shall be effective as of the day immediately following the end of such thirty (30) day period, unless the Executive withdraws his notice of intention to terminate his employment for Good Reason in writing, in which case Good Reason shall not apply.

2.4 **Severance Preconditions.** For the purposes of this Agreement, "***Severance Preconditions***" shall mean (i) that the Executive (or, if applicable in the case of a death or Disability termination, the person having legal power of attorney over the Executive's affairs) executes and delivers to the Company a General Release in a form similar to the Company's Separation Agreement attached hereto as Exhibit B, which will be updated to incorporate the terms of the Executive's separation in relation to this Agreement and may be updated and revised by the Company to comply with, or reflect changes in, applicable law to achieve its intent (the "***Release***"), and such Release as become effective and irrevocable in its entirety within sixty (60) days of the Executive's termination of employment; (ii) that the Executive has taken all actions necessary to effectuate the resignations set forth in Section 1.4 of this Agreement; and (iii) that the Executive remains in compliance with the Executive's obligations under the NDIAA (as defined below).

3. Section 409A. It is intended that all of the severance benefits and other payments payable under this Agreement, including, without limitation, any indemnification payment or advancement of Expenses (as such term is defined in the Indemnification Agreement) made hereunder, will comply with, or be exempt from, Section 409A of the Internal Revenue Code of 1986, as amended (collectively, "*Code*") and the final treasury regulations and other legally binding guidance promulgated thereunder. This Agreement shall be interpreted and construed in accordance with such intent to the greatest extent possible. For purposes of Section 409A, the Executive's right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. The Company and Executive agree to negotiate in good faith to make amendments to the Agreement, as the Parties mutually agree are necessary or desirable to avoid the imposition of taxes, penalties or interest under Section 409A. Notwithstanding anything to the contrary in this Agreement, neither the Company nor any of its officers, employees, agents or advisors guarantees that this Agreement complies with, or is exempt, from Section 409A and none of the foregoing shall have any liability for the failure of this Agreement to so comply or be so exempt. Notwithstanding any provision to the contrary in this Agreement, if the Executive is deemed by the Company at the time of the Executive's Separation from Service to be a "specified

employee" for purposes of Code Section 409A(a)(2)(B)(i), and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be "deferred compensation", then to the extent delayed commencement of any portion of such payments is required in order to avoid a prohibited distribution under Code Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A, such payments shall not be provided to the Executive prior to the earliest of (i) the expiration of the six-month period measured from the date of Executive's Separation from Service with the Company, (ii) the date of the Executive's death or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Code Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this Paragraph shall be paid in a lump sum to the Executive, and any remaining payments due shall be paid as otherwise provided herein or in the applicable agreement. No interest shall be due on any amounts so deferred.

4. Section 280G. In the event that the benefits provided for in this Agreement or otherwise payable to the Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this section, would be subject to the excise tax imposed by Section 4999 of the Code, then the Executive's benefits under this Agreement or otherwise shall be payable either (a) in full, or (b) as to the largest lesser amount which would result in no portion of such benefits being subject to an excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the Executive's receipt on an after-tax basis, of the greatest amount of benefits under this Agreement or otherwise, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Code Section 409A, and if more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata. Unless the Executive and the Company otherwise agree in writing, any determination required under this section shall be made in writing by the Company's independent public accountants or consulting firm (the "*Accountants*"), whose determination shall be conclusive and binding upon the Executive and the Company for all purposes. For purposes of making the calculations required by this section, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Executive and the Company shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this section. All determinations required to be made under this Section 8, including whether a payment will constitute a "parachute payment" and the assumptions utilized in arriving at such determination, shall be in writing, and the Company must share with the Executive such writing and the accompanying workpapers. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this section as well as any costs incurred by the Executive with the Accountants for tax planning under Sections 280G and 4999 of the Code. Subject to Executive's reasonable cooperation including, without limitation, Executive's timely execution and delivery of a waiver agreement waiving the Executive's right to receive or retain any amounts that may constitute "parachute payments" within the meaning of Section 280G of the Code unless such shareholder approval described below is obtained, if the Company is privately held

(within the meaning of Section 280G of the Code) at the time when any potential parachute payments may be triggered by any transaction, the Company will use commercially reasonable efforts to seek shareholder approval under the 280G regulations of any Section 280G excess parachute payments such that no portion of any parachute payments to the Executive would be subject to the excise tax imposed under Section 4999 of the Code if such shareholder approval is obtained.

5. Proprietary Information Obligations and Restrictive Covenants. During the course of Executive's employment and thereafter, Executive shall not use or disclose, in whole or in part, any of the Company's or its clients' trade secrets, confidential and proprietary information, including client lists and information, to any person, firm, corporation, or other entity for any reason or purpose whatsoever other than in the course of your employment with the Company. You also will be required to execute the Company's Non-Disclosure and Invention Assignment Agreement attached to this Agreement as Exhibit C (the "*NDIAA*"), the terms of which are in addition to the terms of this Agreement.
6. Dispute Resolution. To ensure the timely and economical resolution of disputes that may arise in connection with the Executive's employment with the Company, the Executive and the Company agree that any and all disputes, claims, or causes of action arising from or relating to the enforcement, breach, performance, negotiation, execution, or interpretation of this Agreement, NDIAA, or the Executive's employment, or the termination of the Executive's employment, including but not limited to all statutory claims, with the exception of discrimination and harassment claims, will be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16 (the "*FAA*"), and to the fullest extent permitted by law, by final, binding and confidential arbitration by a single arbitrator conducted in New York, New York by Judicial Arbitration and Mediation Services Inc. (" *JAMS*") under the then applicable JAMS rules appropriate to the relief being sought (the applicable rules are available at the following web addresses: (i) https://www.jamsadr.com/rules-employment-arbitration/ and (ii) https://www.jamsadr.com/rules-comprehensive-arbitration/); provided, however, this arbitration provision not apply to any action or claim that cannot be subject to mandatory arbitration as a matter of law, including, without limitation, claims involving allegations of sexual harassment and discrimination, to the extent such claims are not permitted by applicable law(s) to be submitted to mandatory arbitration and the applicable law(s) are not preempted by the FAA or otherwise invalid (collectively, the "*Excluded Claims*"). A hard copy of the rules will be provided to the Executive upon request. By agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding. In addition, all claims, disputes, or causes of action under this section, whether by the Executive or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The Arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. To the extent that the preceding sentences regarding class claims or proceedings are found to violate applicable law or are otherwise found unenforceable, any claim(s) alleged or brought on behalf of a class shall proceed in a court of law rather than by arbitration. The Company acknowledges that the Executive will have the right to be represented by legal counsel at any arbitration proceeding. Questions of whether a claim is subject to arbitration under this Agreement shall be

decided by a federal court in the State of New York. However, procedural questions which grow out of the dispute and bear on the final disposition are matters for the arbitrator. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; (b) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award; and (c) be authorized to award any or all remedies that the Executive or the Company would be entitled to seek in a court of law. The Executive and the Company shall equally share all JAMS' arbitration fees. To the extent JAMS does not collect or the Executive otherwise does not pay to JAMS an equal share of all JAMS' arbitration fees for any reason, and the Company pays JAMS Executive's share, the Executive acknowledges and agrees that the Company shall be entitled to recover from Executive half of the JAMS arbitration fees invoiced to the Parties (less any amounts the Executive paid to JAMS) in a federal or state court of competent jurisdiction. Except as modified in the Confidential Information Agreement, each party is responsible for its own attorneys' fees. Nothing in this Agreement is intended to prevent either the Executive or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction. To the extent a New York federal court determines that any applicable law prohibits mandatory arbitration of Excluded Claims, if the Executive intends to bring multiple claims, including one or more Excluded Claims, the Excluded Claim(s) may be publicly filed with a court, while any other claims will remain subject to mandatory arbitration.

7. General Provisions.

7.1 **Employment Contingencies**. The Executive's employment is contingent upon a satisfactory reference check and satisfactory proof of the Executive's right to work in the United States. If the Company informs the Executive that the Executive is required to complete a background check, the Executive's offer or continuation of employment is contingent upon satisfactory clearance of such background check. The Executive agrees to assist as needed and to complete any documentation at the Company's request to meet these conditions.

7.2 **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction to the extent possible in keeping with the intent of the Parties.

7.3 **Waiver.** Any waiver of any breach of any provisions of this Agreement must be in writing to be effective, and it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

7.4 **Complete Agreement.** This Agreement, together with Exhibit A, the NDIAA, and applicable grant notice and award agreements, constitutes the entire agreement between the Executive and the Company with regard to this subject matter and is the complete, final, and exclusive embodiment of the Parties' agreement with regard to this subject matter. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those

expressly contained herein, and it supersedes any other such promises, warranties or representations. It cannot be modified or amended except in a writing signed by a duly authorized officer of the Company and by the Executive.

7.5 **Counterparts.** This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement.

7.6 **Headings.** The headings of the paragraphs hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

7.7 **Notices.** All notices or communications hereunder shall be in writing, addressed as follows (as any addresses may be updated):

To the Company:
441 9th Avenue, 12th Floor
New York, New York 10001
Attention: General Counsel

To the Executive:

at the last address on record with the Company, with a courtesy copy to

Amini & Conant
1204 San Antonio Street, Second Floor
Austin, Texas 78701
Attention: Neema Amini

All such notices shall be conclusively deemed to be received and shall be effective if sent by (i) hand delivery, upon receipt, or (ii) electronic mail, upon confirmation of receipt by the recipient of such transmission, or (iii) courier or certified or registered U.S. mail, upon receipt.

7.1 **Successors and Assigns; Non-Assignability.**

7.1)1) This Agreement is intended to bind and inure to the benefit of and be enforceable by the Executive and the Company, and their respective successors, assigns, heirs, executors and administrators. The Executive may not assign any of his duties hereunder and he may not assign any of his rights hereunder without the written consent of the Company, which shall not be withheld unreasonably; provided, however that the Executive shall be entitled, to the extent permitted under applicable law, to select and change a beneficiary or beneficiaries to receive any compensation or benefit hereunder following the Executive's death by giving written notice thereof. In the event of the Executive's death or a judicial determination of his incompetence, references in this Agreement to the Executive shall be deemed, where appropriate, to refer to his beneficiary, estate or other legal representative. This Agreement and any and all of the Company's rights, duties, obligations or interests hereunder shall not be assignable by the Company, except as incident to a reorganization, merger or consolidation, or transfer of all or substantially all of the Company's assets or another Change in Control. In the event of a corporate reorganization of the Company in which the Company is not the surviving corporation, the

surviving entity shall assume and acknowledge the assumption of this Agreement by the surviving entity.

7.1)2) None of the payments, benefits or rights of the Executive set forth in Section 5 above shall be subject to any claim of any creditor, and, in particular, to the fullest extent permitted by law, all such payments, benefits and rights shall be free from attachment, garnishment, trustee's process or any other legal or equitable process available to any creditor of the Executive. Except as otherwise provided herein or by law, no right or interest of the Executive under Section 5 shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including without limitation by execution, levy, garnishment, attachment or pledge; no attempted assignment or transfer thereof shall be effective; and no right or interest of the Executive under Section 5 shall be subject to any obligation or liability of the Executive.

7.2 **Tax Withholding and Indemnification.** All payments and awards contemplated or made pursuant to this Agreement will be subject to withholdings of applicable taxes in compliance with all relevant laws and regulations of all appropriate government authorities. The Executive acknowledges and agrees that the Company has neither made any assurances nor any guarantees concerning the tax treatment of any payments or awards contemplated by or made pursuant to this Agreement. The Executive has had the opportunity to retain a tax and financial advisor and fully understands the tax and economic consequences of all payments and awards made pursuant to the Agreement.

7.3 **Choice of Law.** All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of New York.

[*Remainder of page intentionally left blank*]

In Witness Whereof, the Parties have executed this Agreement on the day and year written below.

Sprinklr, Inc.

By: /s/ Jacob Scott
Jacob Scott
General Counsel

Date: November 2, 2024

Rory Read
/s/ Rory Read
Rory Read

Date: November 5, 2024

Exhibit A

Summary of Sign-On PSU Vesting Terms

[Intentionally omitted.]

Exhibit B

Form of Release

[Intentionally omitted.]

Exhibit C

Non-Disclosure and Invention Assignment Agreement

[Intentionally omitted.]

January 10, 2025

Via Email (to [***])

Joy Corso
[***]
[***]

Dear Joy:

This letter confirms our previous conversations regarding the employment opportunity available to you with Sprinklr, Inc. ("Sprinklr" or the "Company") and sets forth the terms and conditions of that employment.

1. The Company hereby offers you full-time employment as Executive Vice President and Chief Administrative Officer for Sprinklr commencing on or about January 13, 2025 (the "Start Date"), reporting to the President & Chief Executive Officer of the Company. During the period of your employment, you will (a) devote your entire working time at the direction of the Company or its affiliates, (b) use your best efforts to complete all assignments, and (c) adhere to the Company's lawful written procedures and policies in place from time to time.
2. Subject to you commencing employment on the Start Date, you will be paid a cash signing bonus of $500,000 (the "Signing Bonus"), and the Company will recommend that the compensation committee of the Company's board of directors (the "Compensation Committee") grant you an award of restricted stock units ("RSUs") in respect of 60,606 of common shares of the Company (the "Signing Award"). The Signing Bonus will be paid in the first regular payroll period following the Start Date as an advance payment and will only be earned after you have completed twelve (12) months of continuous employment following the Start Date. If, before the Signing Bonus is earned, your employment is terminated for Cause or if you resign without Good Reason, each as defined in the Sprinklr, Inc. Executive Severance and Change in Control Plan (effective May 1, 2019, as amended and restated on June 1, 2024) (as it may be further amended and/or restated from time to time, the "Severance Plan"), you must repay a pro-rata amount of the advanced pre-tax Signing Bonus based on the number of months during the twelve (12) month period you were not employed. The Signing Award will be granted to you on the 15th of the month following the month of your Start Date and will vest in full on June 15, 2025, provided that you remain in continuous employment through that date. The Signing Award will be subject to the terms and conditions under the Sprinklr, Inc. 2021 Equity Incentive Plan (the "Plan") and the applicable grant notice and award agreement, and the Company's policies in effect from time to time.
3. Your initial base salary will be USD $475,000 per year payable in accordance with the Company's standard payroll schedule for salaried employees (including pay periods that currently occur twice per month), subject to standard withholding and payroll taxes. You will also be eligible to earn a discretionary annual bonus with a target of 90% of your base salary. The amount of this bonus will be subject to the terms and conditions of the Company's Annual Bonus Plan. The amount of any bonus payment is dependent upon

Company achievement and individual performance, and the total amount of funds available for allocation and distribution pursuant to the Annual Bonus Plan will be determined by the Compensation Committee in its sole discretion. If awarded, bonus payments are generally payable in the quarter following the end of the Company's fiscal year and in accordance with the Company's regular pay practices. To be eligible, you must be actively employed on the date such bonus is paid. With your initial salary rate and target annual bonus, your total target annual earnings potential is USD $902,500.

4. The Company will recommend that the Compensation Committee grant you an award of RSUs and performance restricted stock units ("PSUs") in respect of 666,668 common shares of the Company (the "Sign-On Equity Award"), with RSUs comprising 500,000 common shares of the Sign-On Equity Award (the "Sign-On RSUs") and PSUs comprising 166,668 common shares of the Sign-On Equity Award (the "Sign-On PSUs"). The Sign-On Equity Award will be granted to you on the 15th of the month following the month of your Start Date. The vesting commencement date of your Sign-On RSUs will be on the first quarterly date (March 15, June 15, September 15 or December 15, each, a "Quarterly Date") following the month of your Start Date. The Sign-On RSUs will vest over a four-year period as follows: one-fourth of the total shares subject to the award will vest one year from your vesting commencement date and the remainder will vest in twelve substantially similar equal installments on each Quarterly Date thereafter, subject to your continuous employment with the Company through each vesting date. The Sign-On PSUs will vest on terms substantially consistent with the vesting terms summarized in Exhibit A to this letter. The Sign-On Equity Award will be subject to the terms and conditions under the Plan and the applicable RSU and PSU grant notices and award agreements, and the Company's policies in effect from time to time.
5. Beginning in calendar year 2025, and in the Company's sole discretion, you will be considered for future equity incentive award grants consistent with any criteria the Company deems appropriate (each, a "Future Award").
6. You will be eligible to participate in the Severance Plan effective as of your Start Date. A copy of the Severance Plan is included with this letter. The Severance Plan may be revised from time to time at the discretion of the Company's board of directors. In addition to the benefits set forth in the Severance Plan, if you experience a Qualifying Termination (as defined in the Severance Plan) prior to the second anniversary of your Start Date and subject to your compliance with the requirements set forth in the Severance Plan, you shall receive accelerated vesting of the (a) Signing Award, such that the portion of such Signing Award that would have vested in the six (6) month period following your Qualifying Termination shall become immediately vested; (b) Sign-On RSUs, such that the portion of such Sign-On RSUs that would have vested in the six (6) month period following your Qualifying Termination shall become immediately vested; (c) Sign-On PSUs, such that one-sixth of the target number of shares subject to the Sign-On PSUs shall become immediately vested; and (d) Future Awards granted during such period, if any, such that (i) as to any such RSUs, the portion of such RSUs that would have vested in the six (6) month period following your Qualifying Termination shall become immediately vested, and (ii) as to any such PSUs with ongoing performance periods, one-sixth of the target number of shares subject to such PSUs shall become immediately vested.
7. Incentive and equity compensation granted under applicable plans will be subject to recoupment in accordance with the Company's Incentive Compensation Recoupment Policy, as may be amended from time to time, or any other clawback policy that the

Company maintains or adopts that is applicable to similarly situated executives of the Company.

8. During your employment with the Company, you will work remotely from your home in Austin, Texas subject to your attendance of meetings at other Company offices and/or at other locations, as the Company many reasonably request. You specifically acknowledge that the position may require frequent travel to the Company's headquarters located in New York, New York.
9. During your employment with the Company, you will be eligible to participate in all our then-current customary employee benefit plans and programs, subject to eligibility requirements, enrollment criteria, and the other terms and conditions of such plans and programs. The Company reserves the right to change or rescind its benefit plans and programs and alter employee contribution levels at its discretion. You will be eligible to participate in the Company's vacation policies in effect from time to time. Currently, the Company offers a Flexible Paid Time Off (PTO) program under which PTO is not tracked, accrued, or carried over from year to year. PTO is to be arranged with your manager in accordance with the Flexible PTO policy.
10. By executing this letter, you agree that during the course of your employment and thereafter that you shall not use or disclose, in whole or in part, any of the Company's or its clients' trade secrets, confidential and proprietary information, including client lists and information, to any person, firm, corporation, or other entity for any reason or purpose whatsoever other than in the course of your employment with the Company. You also will be required to execute the Company's Non-Disclosure and Invention Assignment Agreement annexed to this letter (the "NDA"), the terms of which are in addition to the terms of this letter. By executing this letter, you represent and warrant to the Company that you have no agreement with, or duty to, any previous employer or other person or entity that would prohibit, prevent, inhibit, limit, or conflict with the performance of your duties to the Company.
11. Although we hope that your employment with us is mutually satisfactory, employment at the Company is "at will." This means that, just as you may resign from the Company at any time with or without cause, the Company has the right to terminate your employment relationship at any time with or without cause or notice. Neither this letter nor any other communication, either written or oral, should be construed as a contract of employment, unless it is signed by both you and the Company, and such agreement is expressly acknowledged as an employment contract.
12. This letter, together with the Severance Plan and the NDA, contains the entire understanding between you and the Company, supersedes all prior agreements and understandings between you and the Company related to your employment, and is governed by the laws of the State of Texas. This letter may not be modified, changed, or altered except in writing signed by you and a duly authorized officer of the Company (other than you). If any provision of this letter agreement is determined to be invalid or unenforceable, in whole or in part, this determination shall not affect any other provision of this letter agreement and the provision in question shall be modified so as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible under applicable law. This letter may be delivered and executed via electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and shall be deemed to have been duly and validly delivered and executed and be valid and effective for all purposes hereunder.

We are excited about your new opportunity with Sprinklr! Kindly sign your name at the end of this letter to signify your understanding and acceptance of these terms.

Here's to an amazing journey together!

Agreed to and Accepted by:	Sincerely,
/s/ Joy Corso	/s/ Jacob Scott
_____	_____
Name: Joy Corso	Jacob Scott
Date: January 10, 2025	General Counsel

Exhibit A

Summary of Sign-On PSU Vesting Terms

[Intentionally omitted]

NON-DISCLOSURE AND INVENTION ASSIGNMENT AGREEMENT

As an employee of Sprinklr, Inc., any of its subsidiaries, affiliates, or successors (collectively, the "Company"), and in consideration of the compensation now and hereafter paid to me, and the access to and knowledge of the Company's trade secrets and Proprietary Information provided to me, the undersigned ("I") hereby agree as follows in this Non-Disclosure and Invention Assignment Agreement ("Agreement"):

1. Maintaining Confidential Information

a. Company Information. I agree at all times during the term of my employment and thereafter to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the President & Chief Executive Officer of the Company (the "President & CEO") or the President & CEO's designee, any Proprietary Information (as defined below), except as such disclosure, use or publication may be required in connection with my work for the Company. "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company, including, without limitation, all trade secrets, proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs (including source code and object code), data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its clients, customers,

consultants or licensees, in whatever form. Notwithstanding the foregoing, "Proprietary Information" shall not include (i) information which is at the time of disclosure, or which subsequently becomes through no fault of mine, generally available to the public; (ii) information which I received from third parties who were not under any direct or indirect obligation of confidentiality; and (iii) information which the Company has disclosed to third parties without any obligation of confidentiality. I acknowledge that Proprietary Information that is also a "trade secret," as defined by law, may be disclosed (A) if it is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, in the event that I file a lawsuit for retaliation by the Company for reporting a suspected violation of law, I may disclose the trade secret to my attorney and use the trade secret information in the court proceeding, if I: (A) file any document containing the trade secret under seal; and (B) do not disclose the trade secret, except pursuant to court order.

b. Third Party Information. I recognize that the Company has received and, in the future, will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree during the term of my employment and thereafter, to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation (except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party) or to use it for the benefit of anyone other than for the Company or such third party (consistent with the Company's agreement with such third party) without the express prior written authorization of the President & CEO.

c. Ownership. I acknowledge and agree that the Proprietary Information constitutes valuable, special and unique assets of the Company, and that the Proprietary Information is and shall remain at all times the sole and exclusive property of the Company and is vital to the successful operation of the Company's business. Notwithstanding the foregoing, I shall maintain ownership and use of my rolodex and other address books (and electronic equivalents), and copies of documents relating to my personal entitlements and obligations.

d. Protected Activity Not Prohibited. I understand that nothing in this Agreement limits or prohibits me from (a) filing a charge or complaint with, or otherwise communicating or cooperating with or participating in any investigation or proceeding that may be conducted by law enforcement or any federal, state or local government agency, entity, or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board, including disclosing documents or other information as permitted by law, without giving notice to, or receiving authorization from, Company; or (b) disclosing or communicating information to the extent that such disclosure is protected under the applicable provisions of law or regulation, including but not limited to "whistleblower" statutes or other similar provisions that protect such disclosure, provided that (i) in each case such communications and disclosures are consistent with applicable law and (ii) the information subject to such disclosure was not obtained by me through a communication that was subject to the attorney client privilege or otherwise constitutes attorney work product, unless such disclosure of that information would otherwise be permitted by an attorney pursuant to 17 C.F.R. 205.3(d)(2), applicable state attorney conduct rules, or otherwise. I also understand that nothing in this Agreement prohibits me from discussing or disclosing information (either orally or in writing) that is expressly prohibited from being the subject of employee nondisclosure

obligations under applicable law, such as information about possible or actual unlawful acts in the workplace, including harassment or any other conduct or violation of any U.S. federal, state or local law, regulation, or public policy, or from speaking with an attorney regarding the same. Any agreement in conflict with the foregoing is hereby deemed amended to be consistent with this Section.

2. Retaining and Assigning Inventions and Original Works

a. Inventions and Original Works Retained by Me. I represent that I have no inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company which relate to the Company Business (as defined below), which belong to me (collectively, the "Prior Inventions"). If in the course of my employment with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have an non-exclusive, royalty free, irrevocable, perpetual, or world-wide license to make, have made, sublicense, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

b. Inventions and Original Works Assigned to the Company.

(i) I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and will transfer, convey, release and assign to the Company all my right, title, and interest, if any, in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am employed by the Company and which relate to the Company Business.

(ii) If I have been employed by the Company for any period of time prior to the execution of this Agreement, by execution of this Agreement I hereby transfer, convey, release and assign to the Company all my right, title and interest, if any, in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets which relate to the Company Business and which I have solely or jointly conceived or developed or reduced to practice, or caused to be conceived or developed or reduced to practice, during the period of time that I have been employed by the Company. The inventions, original works of authorship, developments, concepts, improvements, or trade secrets referred to in Subsections (i) and (ii) above are collectively referred to as the "Inventions".

(iii) I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

c. Inventions Assigned to the United States. I agree to assign to the United States government all my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between the Company and the United States government or any of its agencies.

d. Patent and Copyright Registrations. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure and enforce the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual

property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

3. Returning Company Documents. I agree that, at the time of leaving the employ of the Company for whatever reason or circumstance, I will deliver to the Company (and will not keep in my possession or deliver to anyone else) any and all Proprietary Information as well as any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items, belonging to the Company, its successors or assigns. In the event of the termination of my employment, I agree to promptly sign and deliver to the Company a certificate confirming my compliance with all terms of this Section 3 in a form reasonably satisfactory to the Company.

4. Representations; Covenants.

a. Representations. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement (i) to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by with the Company, or (ii) to assign Inventions to any former employer or any other third party. I will not disclose to the Company or use on its behalf any confidential information belonging to others. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

b. Employee and Agent Non-Solicitation. To the extent permitted by applicable law, because of the trade secret subject matter of the Company Business and my role with the Company, I agree that during the term of my employment with the Company or its affiliates and for a period of twelve (12) months following the termination of such employment, I will not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, other than in the good faith performance of my duties in my role with the Company, either directly or through others, solicit, induce, encourage, or participate in soliciting, inducing or encouraging any person then employed by the Company, or any person or entity engaged by the Company as a consultant or independent contractor, or any person or entity who has left the employment of the Company or ceased providing services to the Company within the preceding six (6) months, to terminate such person’s or entity’s relationship with the Company, or to perform services for any other entity, even if I did not initiate the discussion or seek out the

contact. Notwithstanding the foregoing in this sub-section, I am not prohibited from any of the following: (i) at any time during, or in the twelve (12) months after, my employment with the Company, serving upon request as a reference, so long as I do not have a business relationship with the person to whom the reference is being given; or (ii) following the termination of my employment with the Company and for twelve (12) months thereafter, for me or any subsequent employer of mine to solicit by means of a general advertisement of employment not directed at any particular employee or agent of the Company or the employees of the Company generally and, under such circumstances, for me or any subsequent employer of mine to hire such employee or agent who responds to such advertisement solely on his or her own initiative.

c. Non-Solicitation of Customers; Conflicting Services. In order to protect the Company's legitimate business interests, I agree that during the period of my employment and for the twelve (12) month period after the date my employment ends for any reason, including voluntary termination by me or involuntary termination by the Company, I will not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others, except on behalf of the Company:

i. solicit, induce, encourage, or participate in an attempt to induce any Customer or Potential Customer (as defined below) to terminate, diminish, or materially alter in a manner harmful to the Company its relationship with the Company;

ii. solicit or assist in the solicitation of any Customer or Potential Customer to induce or attempt to induce such Customer or Potential Customer to purchase or contract for any Conflicting Services; or

iii. perform, provide or attempt to perform or provide any Conflicting Services for a Customer or Potential Customer (except as prohibited by law).

d. Non-Competition. In order to protect the Company's legitimate business interests, for the twelve (12) month period after the date my employment ends for any reason, including voluntary termination by me or involuntary termination by the Company (except as prohibited by law), I will not, directly or indirectly, as an officer, director, employee, consultant, owner, partner, or in any other capacity solicit, perform, or provide, or attempt to perform or provide Conflicting Services anywhere in the Restricted Territory, nor will I assist another person to solicit, perform or provide or attempt to perform or provide Conflicting Services anywhere in the Restricted Territory.

e. Non-Disparagement. During and after your employment, you agree not to disparage Sprinklr, including any of its respective officers, directors, employees, shareholders, parents, subsidiaries, affiliates, and agents, in any manner likely to be harmful to the Company or its business, business reputation or personal reputation. Notwithstanding the foregoing in this paragraph, you may respond accurately and fully to any question, inquiry, or request for information when required by legal process. In addition, nothing in this provision or this Agreement is intended to prohibit or restrain you in any manner from making disclosures that are protected under the whistleblower provisions of any applicable law or regulation or as set forth in the Section of this Agreement entitled "Protected Activity Not Prohibited."

f. Definitions.

i. "Restricted Territory" means (A) all counties in Texas; (B) all other states or districts of the United States of America in which the Company provided goods or services, had Customers, or otherwise conducted business at any time during the two-year period before the date of the termination of my relationship with the Company; and (C) any other countries in which the Company provided goods or services, had Customers, or otherwise

conducted business at any time during the two-year period before the date of the termination of my relationship with the Company.

ii. "Customer or Potential Customer" is any person or entity who or which used or inquired of the Company's services at any time during the two-year period preceding the termination of my employment with the Company. Upon my request following such termination, the Company will make reasonable efforts to clarify whether a person or entity is a Customer or Potential Customer.

iii. "Company Business" means Customer Experience Management (CXM), including, but not limited to, a software as a service (SaaS) platform combining applications for social media marketing, social advertising and engagement, content management and marketing, collaboration, employee advocacy, competitive insights, customer service and care, social media research, crisis management, social media monitoring and listening, customer relationship management capabilities and integrations, contact center as a service (CCasS) capabilities, artificial intelligence relating to each of the aforementioned categories, and any other business or demonstrably anticipated business conducted by the Company during and through the end of my employment.

iv. "Conflicting Services" means any product, service, or process or the research and development thereof, of any person or organization other than the Company that competes with Company in the Company Business.

5. Equitable Relief. I agree that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants set forth in Sections 1 through 4 herein. Accordingly, I agree that if I breach any of such Sections, the Company will have available, in addition to any other right or remedy available, the right to seek an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to seek specific performance of any such provision of this Agreement. I further agree that no bond or other security shall be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance.

6. General Provisions

a. Employment at Will. This Agreement is not an employment agreement. I understand that the Company may terminate my employment at any time, with or without cause, subject to the terms of any separate written agreement duly executed by both parties.

b. Reasonableness of Restrictions. I have read this entire Agreement and understand it. I acknowledge that (i) I have the right to consult with counsel before signing this Agreement, (ii) I will derive significant value from the Company's agreement to provide me with Proprietary Information to enable me to optimize the performance of my duties to the Company, and (c) that my fulfillment of the obligations contained in this Agreement, including my obligation neither to disclose nor to use Proprietary Information other than for the Company's exclusive benefit and my obligations not to compete and not to solicit are necessary to protect the Proprietary Information and, consequently, to preserve the value and goodwill of the Company. I agree that (y) this Agreement does not prevent me from earning a living or pursuing my career, and (z) the restrictions contained in this Agreement are reasonable, proper, and necessitated by the Company's legitimate business interests. I represent and agree that I am entering into this Agreement freely, with knowledge of its contents and the intent to be bound by its terms. If a court finds this Agreement, or any of its restrictions, are ambiguous, unenforceable, or invalid, the Company and I agree that the court will read the Agreement as a whole and interpret such restriction(s) to be enforceable and valid to the maximum extent allowed by law. If the court declines to enforce this Agreement in the manner provided herein, the Company and I agree that this Agreement will be automatically modified to provide the Company with the maximum

protection of its business interests allowed by law, and I agree to be bound by this Agreement as modified.

c. Governing Law. This Agreement will be governed by the laws of the State of Texas without giving effect to the conflicts of law principles thereof. Each party hereby irrevocably and unconditionally consents to submit to the jurisdiction of the state courts of the State of Texas for any actions, suits or proceedings arising out of or relating to this Agreement. The prevailing party in any litigation hereunder shall be entitled to recover all its legal costs (including without limitation, legal fees and expenses and court costs) in connection with such action.

d. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

e. Severability. If one or more of the provisions in this Agreement are deemed void or unenforceable by a court of competent jurisdiction, then the remaining provisions will continue in full force and effect.

f. Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

g. Survival; Notification. The provisions of this Agreement shall survive any termination of the employment or consulting relationship between myself and the Company, regardless of the reason for such termination. The Company may notify anyone employing or engaging me at any time of the provisions of this Agreement.

/s/ Joy Corso

_____

Name: Joy Corso

Date: January 10, 2025

Insider Trading Policy

KEY POINTS

- **You are not permitted to buy or sell shares until there is an open trading window, and even then, only if you do not have material nonpublic information and otherwise adhere to this Policy.**
- **Anyone subject to this Policy may not (a) recommend to others that they buy, hold, or sell Sprinklr securities at any time, or (b) disclose material nonpublic information to persons within Sprinklr whose jobs do not require them to have such information, or to others outside of Sprinklr unless permitted to do so.**
- **Under this Policy, information is considered publicly disseminated only after two full trading days have elapsed since the information was publicly disclosed.**

Questions about the Policy?

Review the Q&A in this Policy
Contact email shares@sprinklr.com or compliance@sprinklr.com

Need to report a concern?

Email legal@sprinklr.com
File an anonymous online report by clicking here

Policy Owner: Board of Directors	Effective Date: August 21, 2024 Approving Authority: Board of Directors
Applicability: Sprinklr, Inc. and its subsidiaries and affiliates (collectively, "Sprinklr" or the "Company"), and all employees, directors, other applicable members of management and designated consultants	

Policy Principles

- Employees, directors, other applicable members of management and designated consultants (each a " ***Covered Person***," and collectively, "***Covered Persons***") of Sprinklr, Inc. and its subsidiaries (together, " ***Sprinklr***" or the "***Company***") are responsible for understanding the obligations that come with having access to material nonpublic information and wanting to transact in Sprinklr's securities.
- Covered Persons who are aware of material nonpublic information relating to Sprinklr may not engage in transactions in Sprinklr's securities except as permitted by this Insider Trading Policy (this "***Policy***") and applicable law.

- Covered Persons may not disclose material nonpublic information outside of Sprinklr unless the disclosure is made in accordance with Sprinklr's Corporate Disclosure Policy.
- Covered Persons may not disclose material nonpublic information to other persons whose jobs do not require them to have that information.
- Covered Persons may not recommend the purchase or sale of any Sprinklr securities.
- Changes to this Policy require approval by Sprinklr's Board of Directors (the " ***Board***") or a duly appointed committee of the Board.

Policy Q&A

Policy Scope and Purpose

Q: Why do we have an Insider Trading Policy?

A: During the course of your relationship with Sprinklr, you may receive material information that is not yet publicly available ("***material nonpublic information***") about Sprinklr or other publicly traded companies with which Sprinklr has business relationships. Material nonpublic information may give you, or someone to whom you pass that information, a leg up over others when deciding whether to buy, sell or otherwise transact in Sprinklr's securities or the securities of another publicly traded company, which is broadly prohibited under applicable securities laws. This Policy sets forth guidelines with respect to transactions in Sprinklr securities by persons subject to this Policy.

Q: Who is subject to this Policy?

A: This Policy applies to you and all other Covered Persons. This Policy also applies to members of your immediate family, persons with whom you share a household, persons who are your economic dependents, and, unless otherwise determined by Sprinklr, any other individuals or entities whose transactions in securities you influence, direct, or control (including, e.g., a venture or other investment fund, if you influence, direct, or control transactions by the fund).

However, this Policy does not apply to any entity that invests in securities in the ordinary course of its business (e.g., a venture or other investment fund) if (and only if) such entity has established its own insider trading controls and procedures in compliance with applicable securities laws with respect to trading in Sprinklr's securities. The foregoing persons who are deemed subject to this Policy are referred to in this Policy as "***Related Persons***." You are responsible for making sure that your Related Persons comply with this Policy.

In addition, if you are an officer or director of Sprinklr, or an employee or designated consultant of Sprinklr described in **Appendix A** ("***Specified Persons***"), you and your Related Persons are subject to the quarterly trading blackout periods described below.

Q: Whose responsibility is it to comply with this Policy?

A: Covered Persons subject to this Policy have ethical and legal obligations to maintain the confidentiality of information about Sprinklr and to not engage in transactions in Sprinklr's securities while aware of material nonpublic information. Each individual is responsible for making sure that he or she and his or her Related Persons comply with this Policy.

In all cases, the responsibility for determining whether an individual is aware of material nonpublic information rests with that individual, and any action on the part of Sprinklr or any Covered Persons pursuant to this Policy (or otherwise) does not in any way constitute legal advice or insulate an individual from liability under applicable securities laws. You could be subject to severe legal penalties and disciplinary action by Sprinklr for engaging in any conduct prohibited by this Policy or applicable securities laws.

Q: What transactions are subject to this Policy?

A: This Policy applies to all transactions in securities issued by Sprinklr, as well as derivative securities that are not issued by Sprinklr, such as exchange-traded put or call options or swaps relating to Sprinklr's securities. Accordingly, for purposes of this policy, the terms "***trade***," "***trading***," and "***transactions***" include not only purchases and sales of Sprinklr's common stock in the public market but also any other purchases, sales, transfers, gifts or other acquisitions and dispositions of common or preferred equity, options, warrants and other securities (including debt securities) and other arrangements or transactions that affect economic exposure to changes in the prices of these securities.

Insider Trading and Material Nonpublic Information

Q: What is insider trading?

A: Generally speaking, insider trading is the buying or selling of stocks, bonds, futures, or other securities by someone who possesses or is otherwise aware of material nonpublic information about the securities or the issuer of the securities. Insider trading also includes trading in derivatives (such as put or call options) where the price is linked to the underlying price of a company's stock. It does not matter whether the decision to buy or sell was influenced by the material nonpublic information, how many shares you buy or sell, or whether the information ultimately has an effect on the stock price. If you are aware of material nonpublic information about Sprinklr or another publicly traded company that Sprinklr has business relationships with and you trade in Sprinklr's or such other company's securities on the basis of such material nonpublic information, you are engaging in insider trading and have broken the law.

Q: Why is insider trading illegal?

A: If company insiders are able to use their confidential knowledge to their financial advantage, other investors would not have confidence in the fairness and integrity of the market. Prohibitions on insider trading ensure that there is an even playing field by requiring those who are aware of material nonpublic information refrain from trading.

Q: What is material information?

A: It is not always easy to figure out whether you are aware of material nonpublic information. But there is one important factor to determine whether nonpublic information you know about a public company is material: whether the information could be expected to affect the market price of that company's securities or to be considered important by investors who are considering trading that company's securities.

If the information in your possession makes you want to trade, it would probably have the same effect on others. Keep in mind that both positive and negative information can be material.

Q: What are examples of material information?

A: There is no bright-line standard for assessing materiality; rather, materiality is based on an assessment of all of the facts and circumstances and is often evaluated by relevant enforcement authorities with the benefit of hindsight. Depending on the specific details, the following is a non-exhaustive list of items may be considered material nonpublic information until they are publicly disclosed within the meaning of this Policy:

- financial results or forecasts;
- acquisitions, dispositions, or other strategic plans or transactions;
- events regarding Sprinklr's securities (e.g., repurchase plans, stock splits, public or private equity or debt offerings, or changes in Sprinklr's dividend policies or amounts);
- major contracts or contract cancellations;
- gain or loss of a significant customer;
- significant changes or developments in suppliers;
- pricing changes;
- new product releases;
- significant product problems or security incidents;
- top management or control changes;
- financial restatements or significant write-offs;

- employee layoffs;
- a disruption in Sprinklr's operations or breach or unauthorized access of Sprinklr's property or assets, including facilities or information technology infrastructure;
- proxy fights;
- actual or threatened major litigation, investigations by the U.S. Securities and Exchange Commission (" ***SEC***") or other regulatory bodies, or major developments in, or the resolution of, any litigation or investigation;
- impending bankruptcy;
- communications with government agencies; and
- notice of issuance of patents.

Q: When is information considered public?

A : The prohibition on trading when you have material nonpublic information lifts once that information becomes publicly disseminated. But for information to be considered publicly disseminated, it must be widely disseminated through a press release, a filing with the SEC or other widely disseminated announcement.

Once information is publicly disseminated, it is still necessary to afford the investing public sufficient time to absorb the information. Generally speaking **, information will be considered publicly disseminated for purposes of this Policy only after two full trading days have elapsed since the information was publicly disclosed**.

For example, if Sprinklr publicly announces the relevant material information before trading begins on Wednesday, then such information would be considered publicly disseminated by the time trading begins on Friday. If Sprinklr publicly announces the relevant information after trading ends on Wednesday, then such information would be considered publicly disseminated by the time trading ends on Friday. Depending on the circumstances, Sprinklr may determine that a longer or shorter waiting period should apply to the release of specific material nonpublic information.

Any disclosure of nonpublic information, material or otherwise, must be done in accordance with Sprinklr's Corporate Disclosure Policy.

Q: Who can be guilty of insider trading?

A: Anyone who buys or sells a security while aware of material nonpublic information, or who provides material nonpublic information that someone else uses to buy or sell a security, may be guilty of insider trading. This applies to all individuals, including officers, directors, and others who don't even work at Sprinklr. Regardless of who you are, if you know something material about the value of a security that not everyone knows and you trade (or convince someone else to trade) in that security, you may be found guilty of insider trading.

Q: What if I am aware of material nonpublic information when I trade, but the reason I trade is because of something else, like to pay medical bills?

A: The prohibition against insider trading is absolute. It applies even if the decision to trade is not based on such material nonpublic information. It also applies to transactions that may be necessary or justifiable for independent reasons (such as the need to raise money for an emergency expenditure) and also to very small transactions: all that matters is whether you are aware of any material nonpublic information relating to Sprinklr at the time of the transaction.

Q: Do the U.S. securities laws take into account mitigating circumstances, like avoiding a loss or planning a transaction before I had material nonpublic information?

A : No. The U.S. federal securities laws do not recognize any mitigating circumstances to insider trading. In addition, even the appearance of an improper transaction must be avoided to preserve Sprinklr's reputation for adhering to the highest standards of conduct. In some circumstances, you may

need to forgo a planned transaction even if you planned it before becoming aware of the material nonpublic information. So even if you believe you may suffer an economic loss or sacrifice an anticipated profit by waiting to trade, you must wait.

Q: What if I don't buy or sell anything, but I tell someone else material nonpublic information and he or she buys or sells?

A: This is called "***tipping***," and in the question above, you are the " ***tipper***" and the other person is the " ***tippee***." If the tippee buys or sells based on material nonpublic information you shared with them, both you and the "***tippee***" could be found guilty of insider trading.

In addition, if you share material non-public information with family members who tell others, and those people trade on the information, you, the " ***tippee***," and those family members might be found guilty of insider trading. To prevent this, do not discuss material nonpublic information about Sprinklr with anyone outside Sprinklr, including spouses, family members, friends, or business associates (unless the disclosure is made in accordance with Sprinklr's governance regarding the protection or authorized external disclosure of information regarding Sprinklr). This includes anonymous discussions on the internet about Sprinklr or companies with which we do business.

You can be held liable for your own transactions, as well as the transactions by a tippee and even the transactions of a tippee's tippee. ***For these and other reasons, no employee, director or consultant of Sprinklr (or any other person subject to this Policy) may either (a) recommend to another person that they buy, hold or sell Sprinklr's securities at any time or (b) disclose material nonpublic information to persons within the Sprinklr whose jobs do not require them to have that material nonpublic information, or outside of Sprinklr to other persons (unless the disclosure is made in accordance with our policies regarding the protection or authorized external disclosure of information regarding Sprinklr).***

Q: What if I don't tell someone inside information itself; I just tell him or her whether to buy or sell?

A: That is still tipping, and you can still be responsible for insider trading. You may never recommend to another person that they buy, hold, or sell Sprinklr's common stock, or any derivative security related to Sprinklr's common stock, as that could be a form of tipping.

Q: Does this Policy or the insider trading laws apply to me if I work outside the U.S.?

A: Yes. The same rules apply to U.S. and foreign employees and consultants. The SEC (the U.S. government agency in charge of investor protection) and the Financial Industry Regulatory Authority (a private regulator that oversees U.S. securities exchanges) routinely investigate trading in a company's securities conducted by individuals and firms based abroad. In addition, as a director, employee, or consultant of Sprinklr, our governance, including this Policy, applies to you no matter where you work.

Q: Am I restricted from trading securities of any companies other than Sprinklr, for example a customer or competitor of Sprinklr?

A: Possibly. U.S. insider trading laws generally restrict everyone aware of material nonpublic information about a company from trading in that company's securities, regardless of whether the person is directly connected with that company, except in limited circumstances.

Therefore, if you have material nonpublic information about another company, you should not trade in that company's securities. You should be particularly conscious of this restriction if, through your position at Sprinklr, you sometimes obtain sensitive, material information about other companies and their business dealings with Sprinklr.

Q: So, when can I buy or sell my Sprinklr securities?

A: If you are aware of material nonpublic information, you may not buy or sell common stock of Sprinklr until two (2) full trading days have elapsed since the information was publicly disclosed. At that point, the information is considered publicly disseminated for purposes of this Policy. For example, if we announce material nonpublic information before trading begins on Wednesday, then you may execute a transaction in securities of Sprinklr on Friday; if we announce material nonpublic information after trading ends on Wednesday, then you may execute a transaction in securities of Sprinklr on Monday. **As discussed further below, even if you are not aware of any material nonpublic information, you may not trade common stock of Sprinklr during any trading "blackout" period that applies to you**. This Policy describes the quarterly trading blackout period, and additional event-driven trading blackout periods (which may apply to you even if the quarterly trading blackout periods do not) may be announced by email.

Blackout Periods

Q: What is a quarterly trading blackout period?

A: To minimize the risk or appearance of insider trading by Sprinklr's officers, directors, Specified Persons, and their Related Persons, we have established "***quarterly trading blackout periods***" during which such persons—regardless of whether they are aware of material nonpublic information or not—may not conduct any trades in Sprinklr securities. That means that, except as described in this Policy, all officers, directors, Specified Persons and their Related Persons will be able to trade in Sprinklr securities only during limited open trading window periods that will begin after two (2) full trading days have elapsed since the public disclosure of Sprinklr's annual or quarterly financial results, and will end at the beginning of the next quarterly trading blackout period.
Of course, even during an open trading window period, you may not (unless an exception applies) conduct any trades in Sprinklr securities if you are otherwise in possession of material nonpublic information.

Q: What are Sprinklr's quarterly trading blackout periods?

A: Each "***quarterly trading blackout period***" will generally begin at the end of the day that is the 15 th day of the third month of each fiscal quarter and will end after two (2) full trading days have elapsed since the public disclosure of our financial results for that quarter.

Q: Can our quarterly trading blackout periods change?

A. The quarterly trading blackout period may commence early or may be extended if, in the judgment of the Chief Executive Officer (or Co-Chief Executive Officers, as applicable), Chief Financial Officer, or General Counsel, there exists undisclosed information that would make trades by Sprinklr officers, directors, Specified Persons or their Related Persons inappropriate. It is important to note that the fact that Sprinklr's quarterly trading blackout period has commenced early or has been extended **should be considered material nonpublic information** that should not be communicated to any other person.

Q: Does Sprinklr have blackout periods other than quarterly trading blackout periods?

A: Yes. From time to time, an event may occur that is material to Sprinklr and is known by only a few officers, directors and/or employees. So long as the event remains material and nonpublic, the persons designated by the Chief Executive Officer (or one of the Co-Chief Executive Officers, as applicable), Chief Financial Officer, or General Counsel may not trade in Sprinklr's securities.
In that situation, Sprinklr will notify designated individuals that neither they nor their Related Persons may trade in Sprinklr's securities. The existence of an event-specific trading blackout should also be considered material nonpublic information and should not be communicated to any other person.

Q: If I am subject to a blackout period and I have an open order to buy or sell Sprinklr securities on the date a blackout period commences, can I leave it to my broker to cancel the open order and avoid executing the trade?

A: No, unless it is in connection with a 10b5-1 Trading Plan (as defined below). If you have any open orders when a blackout period commences other than in connection with a 10b5-1 Trading Plan, it is

your responsibility to cancel these orders with your broker. If you have an open order and it executes after a blackout period commences and is not in connection with a 10b5-1 Trading Plan, you will have violated this Policy and may also have violated insider trading laws.

Q: Am I subject to trading blackout periods if I am no longer an employee, director, or consultant of Sprinklr?

A: It depends. If your employment with Sprinklr ends during a trading blackout period, you will be subject to the remainder of that trading blackout period. If your employment with Sprinklr ends on a day that the trading window is open, you will not be subject to the next trading blackout period.
However, even if you are not subject to the trading blackout period after you leave Sprinklr, you should not trade in Sprinklr securities if you are aware of material nonpublic information. That restriction stays with you as long as the information you possess is material and not publicly disseminated within the meaning of this Policy.

Q: Are there any exceptions to this policy?

A: There are no exceptions to this Policy, except as specifically noted below.

Q: Can I exercise options granted to me by Sprinklr, or participate in a Sprinklr employee stock purchase plan, during a trading blackout period or when I possess material nonpublic information?

A: Yes. You may purchase shares by exercising your options or participating in a Sprinklr employee stock purchase plan, but you may not sell the shares (even to pay the exercise price or any taxes due) during a trading blackout period or at any time that you are aware of material nonpublic information. To be clear, you may not affect a broker-assisted cashless exercise (because these cashless exercise transactions include a market sale) during a trading blackout period or any time that you are aware of material nonpublic information.

Q: What tax withholding transactions are not restricted by this Policy?

A: This Policy does not apply to the surrender of shares directly to Sprinklr to satisfy tax withholding obligations as a result of the issuance of shares upon exercise of options or settlement of restricted stock units issued by Sprinklr. Of course, any market sale of the stock received upon exercise or settlement of any such equity awards remains subject to all provisions of this Policy whether or not for the purpose of generating the cash needed to pay the exercise price or pay taxes.

Q: Are mutual funds holding Sprinklr common stock subject to the trading blackout periods?

A: No. You may trade in mutual funds holding Sprinklr stock at any time.

Q: What are the rules that apply to 10b5-1 Automatic Trading Programs?

A: Under Rule 10b5-1 of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), any person may establish a trading plan under which a broker is instructed to buy and sell Sprinklr securities based on pre-determined criteria (a "***Trading Plan***"). So long as a Trading Plan is properly established, purchases and sales of Sprinklr securities pursuant to that Trading Plan are **not** subject to this Policy.

To be properly established, the Trading Plan must be established (a) in compliance with the requirements of Rule 10b5-1 of the Exchange Act and Sprinklr's 10b5-1 Trading Plan Guidelines, (b) at a time when the individual is unaware of any material nonpublic information relating to Sprinklr, and (c) when the individual is not otherwise subject to a trading blackout period.

Moreover, all Trading Plans to be adopted by officers, directors, Specified Persons, and their Related Persons must be reviewed and approved by Sprinklr before being established to confirm that the Trading

Plan complies with all pertinent Sprinklr governance and applicable securities laws. See “Pre-Clearance of Transactions in Sprinklr Stock” below.

Q: Can I gift stock while I possess material nonpublic information or during a trading blackout period?

A: No. A gift of stock could subject you to insider trading liability if you are aware of material nonpublic information at the time of the gift and you knew, or were reckless in not knowing, that the recipient would sell the securities prior to the disclosure of such information. Therefore, gifts may only be made when you are not in possession of material nonpublic information and not subject to a trading blackout period.

Q: Are purchases of Sprinklr stock in a 401(k) plan allowed by this Policy?

A: This Policy does not apply to purchases of Sprinklr’s securities in our 401(k) plan resulting from your periodic contribution of money to the plan pursuant to your payroll deduction election. This Policy does apply, however, to certain elections you may make under the 401(k) plan, including: (a) an election to increase or decrease the percentage of your periodic contributions that will be allocated to the stock fund; (b) an election to make an intra-plan transfer of an existing account balance into or out of the stock fund; (c) an election to borrow money against your 401(k) plan account if the loan will result in a liquidation of some or all of the balance of your stock fund; and (d) an election to pre-pay a plan loan if the pre-payment will result in allocation of loan proceeds to the stock fund.

Margin Accounts, Pledging Shares, Hedging and Other Speculation in Sprinklr Stock

Q: Can I purchase Sprinklr securities on margin or hold them in a margin account?

A: No. “Purchasing on margin” is the use of borrowed money from a brokerage firm to purchase Sprinklr securities. Holding Sprinklr’s securities in a margin account includes holding the securities in an account in which the shares can be sold to pay a loan to the brokerage firm. You may not purchase Sprinklr common stock on margin or hold it in a margin account at any time.

Q: Can I pledge my Sprinklr shares as collateral for a loan?

A: No. Pledging your shares as collateral for a loan could cause the pledgee to transfer your shares during a trading blackout period or when you are otherwise aware of material nonpublic information. As a result, you may not pledge your shares as collateral for a loan.

Q: What is problematic about margin accounts and pledged securities?

A: Securities held in a margin account as collateral for a margin loan may be sold by the broker without the customer’s consent if the customer fails to meet a margin call. Similarly, securities pledged (or hypothecated) as collateral for a loan may be sold in foreclosure if the borrower defaults on the loan. Because a margin sale or foreclosure sale may occur at a time when the pledgor is aware of material nonpublic information or otherwise is not permitted to trade in Sprinklr’s securities, Covered Persons are prohibited from holding Sprinklr securities in a margin account or otherwise pledging Sprinklr securities as collateral for a loan.

Q: Can I hedge my ownership position in Sprinklr?

A: No. Hedging or monetization transactions, including through the use of financial instruments such as prepaid variable forwards, equity swaps, collars, and exchange funds, are prohibited by this Policy.

Q: Why are hedging transactions prohibited?

A: Such transactions may permit a person subject to this Policy to continue to own Sprinklr securities obtained through employee benefit plans or otherwise, but without the full risks and rewards of

ownership. When that occurs, the person may no longer have the same objectives as Sprinklr's other stockholders. Therefore, all persons subject to this Policy are prohibited from engaging in any such transactions.

Q: Am I allowed to trade derivative securities of our common stock?

A: No. "Derivative securities" are securities other than common stock that are speculative in nature because they permit a person to leverage their investment using a relatively small amount of money. Examples of derivative securities include "put options" and "call options." These are different from employee options and other equity awards granted under our equity compensation plans, which are not derivative securities for purposes of this Policy. You may not trade in derivative securities related to Sprinklr common stock, which include publicly traded call and put options.

Q: Am I allowed to engage in short selling?

A: No. "Short selling" is profiting when you expect the price of the stock to decline and includes transactions in which you borrow stock from a broker, sell it, and eventually buy it back on the market to return the borrowed shares to the broker. Profit is realized if the stock price decreases during the period of borrowing. You may not engage in short selling of Sprinklr common stock at any time.

Q: Why does Sprinklr prohibit trading in derivative securities and short selling?

A: Many companies with volatile stock prices have adopted similar policies because of the temptation it represents to try to benefit from a relatively low-cost method of trading on short-term swings in stock prices, without actually holding the underlying common stock, and because these practices encourage speculative trading. Sprinklr is dedicated to building stockholder value; short selling our common stock conflicts with our values and would not be well-received by our stockholders.

Q: What if I purchased publicly traded options or other derivative securities before I became subject to this Policy?

A: The same rules under this Policy apply to employee stock options. You may exercise the publicly traded options at any time, but you may not sell the securities during a trading blackout period or at any time that you are aware of material nonpublic information.

Q: What are the concerns about standing and limit orders?

A: Standing and limit orders (except standing and limit orders under approved Trading Plans, as discussed above) create heightened risks for insider trading violations similar to the use of margin accounts. Because there is no control over the timing of purchases or sales that result from standing instructions to a broker, the broker could execute a transaction when a Covered Person is in possession of material nonpublic information. Sprinklr therefore discourages placing standing or limit orders on our securities.
If a person subject to this Policy determines that they must use a standing order or limit order (other than under an approved Trading Plan as discussed above), the order should be limited to short duration and the person using such standing order or limit order is required to cancel such instructions immediately in the event restrictions are imposed on their ability to trade pursuant to the "Quarterly Trading Blackouts" and "Event-Specific Trading Blackouts" provisions above.

Pre-Clearance of Transactions in Company Stock

Q: Who is required to pre-clear and provide advance notice of transactions?

A: In addition to the requirements above, officers, directors, and other applicable members of management who have been notified that they are subject to pre-clearance requirements may not engage in any transaction in Sprinklr's securities, including gifts, during an open trading window without first

obtaining **pre-clearance of the transaction** from the Chief Compliance Officer at least two (2) business days in advance of the proposed transaction.

The Chief Compliance Officer will determine whether the transaction may proceed and, if so, will help comply with any required reporting requirements under Section 16(a) of the Exchange Act. Pre-cleared transactions not completed within two (2) business days will require new pre-clearance. Sprinklr may choose to shorten this period.

Q: Are individuals subject to pre-clearance required to provide advanced notice of stock option exercises?

A: Yes. Persons subject to pre-clearance must also give advance notice of their plans to exercise an outstanding stock option to the Chief Compliance Officer. Once any transaction takes place, the officer, director, or applicable member of management must immediately notify the Chief Compliance Officer so that we may assist in any Section 16 reporting obligations.

Q: What additional requirements apply to individuals subject to Section 16?

A: Officers and directors, who are subject to the reporting obligations under Section 16 of the Exchange Act, should take care to avoid short-swing transactions (within the meaning of Section 16(b) of the Exchange Act) and the restrictions on sales by control persons (Rule 144 under the Securities Act of 1933, as amended), and should file all appropriate Section 16(a) reports (Forms 3, 4, and 5), which are described in the Sprinklr's Section 16 Compliance Program, and any notices of sale required by Rule 144.

Sanctions and Other Information

Q: What happens if I violate this Policy?

A: Violating Sprinklr governance, including this Policy, may result in disciplinary action up to and including termination of your employment or other relationship with Sprinklr.

Q: What are the sanctions if I trade on material nonpublic information or tip off someone else?

A: In addition to disciplinary action by Sprinklr—which may include termination of employment—you may be liable for civil sanctions for trading on material nonpublic information. The sanctions may include return of any profit made or loss avoided as well as penalties of up to three times any profit made or any loss avoided.

Persons found liable for tipping material nonpublic information, even if they did not trade on such information themselves, may be liable for the amount of any profit gained or loss avoided by everyone in the chain of tippees, as well as a penalty of up to three times that amount. In addition, anyone convicted of criminal insider trading could face prison and additional fines.

Q: What is "loss avoided"?

A: If you sell common stock or a related derivative security before negative news is publicly announced, and as a result of the announcement the stock price declines, you have avoided the loss caused by the negative news.

Q: Who should I contact if I have questions about this Policy or specific trades?

A: You should email the Chief Compliance Officer at compliance@sprinklr.com.

Q: Do changes to this Policy require approval by the Board?

A: Yes. Changes to this Policy require approval by the Board or a duly appointed committee of the Board .

Approval History

This Policy will be maintained by Sprinklr's Compliance Department and reviewed on an annual basis, or as otherwise needed, by the Board of Directors.

Date	Approved By
May 28, 2021	Board of Directors
September 14, 2022	Board of Directors
February 23, 2023	Board of Directors
August 31, 2023	Board of Directors
August 21, 2024	Board of Directors

Appendix A

Specified Persons
(Non-Officer Employees and Designated Consultants
Subject to Quarterly Trading Blackout Periods)

All employees.

Exhibit 21.1

Sprinklr, Inc.
List of Subsidiaries as of March 20, 2025

	Name	Jurisdiction
1.	Sprinklr Australia Pty Ltd	Australia
2.	Sprinklr (Brasil) Ltda.	Brazil
3.	Sprinklr Canada Inc.	Canada
4.	Sprinklr China Limited	China
5.	Sprinklr Denmark ApS	Denmark
6.	Sprinklr Gulf (f/k/a Sprinklr Middle East)	Dubai
7.	Sprinklr France Sarl	France
8.	Sprinklr Germany GmbH	Germany
9.	Sprinklr India Private Limited	India
10.	Sprinklr Italia Srl	Italy
11.	Sprinklr Japan KK	Japan
12.	Sprinklr Middle East and North Africa Regional Headquarters	Kingdom of Saudi Arabia
13.	Sprinklr Netherlands BV	Netherlands
14.	Sprinklr Doha	Qatar
15.	Sprinklr Singapore Pte Ltd	Singapore
16.	Sprinklr Korea LLC	South Korea
17.	Sprinklr Iberia S.L.	Spain
18.	Unified – CXM AB	Sweden
19.	Sprinklr Switzerland GmbH	Switzerland
20.	Sprinklr UK Ltd	United Kingdom

EXHIBIT 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statements (Nos. 333-271088, 333-264233, and 333-257384) on Form S-8 of our reports dated March 20, 2025, with respect to the consolidated financial statements of Sprinklr, Inc. and the effectiveness of internal control over financial reporting.

/s/ KPMG LLP

New York, NY
March 20, 2025

EXHIBIT 31.1

CERTIFICATION PURSUANT TO RULE 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Rory Read, certify that:

1. I have reviewed this Annual Report on Form 10-K of Sprinklr, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 20, 2025

By: /s/ Rory Read
Name: Rory Read
Title: President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION PURSUANT TO RULE 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Manish Sarin, certify that:

1. I have reviewed this Annual Report on Form 10-K of Sprinklr, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 20, 2025

By: /s/ Manish Sarin
Name: Manish Sarin
Title: Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32.1

CERTIFICATIONS OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Rory Read, President and Chief Executive Officer of Sprinklr, Inc. (the "Company"), and Manish Sarin, Chief Financial Officer of the Company, each hereby certifies, to the best of his knowledge and pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- the Annual Report on Form 10-K of the Company for the fiscal year ended January 31, 2025 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 20, 2025

/s/ Rory Read
Rory Read
President and Chief Executive Officer
(Principal Executive Officer)

/s/ Manish Sarin
Manish Sarin
Chief Financial Officer
(Principal Financial Officer)