

nCino Terms of Use

1. Definitions. As used in this Agreement with initial capitalization:

"Affiliate" means, with respect to any entity, any other entity controlling, controlled by, or under common control with, such entity at the time in question. For the purposes of this definition, "control", "controlled", or "controlling" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity through record or beneficial ownership of voting securities, by contract or otherwise.

"Agreement" means collectively these nCino Terms of Use, the Order Form(s), and all schedules, attachments, and exhibits thereto and additional terms referenced therein.

"Analytics Data" means data that has been processed by nCino such that it does not (i) identify Subscriber (either directly or through the exercise of reasonable efforts), or (ii) otherwise contain any Personally Identifiable Information.

"Applicable Laws" means, with respect to any party, any applicable laws (including common law and national, federal, state, provincial and local laws), codes, statutes, ordinances, rules, regulatory bulletins, comprehensive privacy laws, and guidance (including those of any regulatory bodies or agencies), regulatory examinations or orders, decrees and orders of any governmental entity, all as may be amended and in effect from time to time during the Term.

"Authorized User" means any of Subscriber's employees, representatives, consultants, agents, partners, customers, or other persons permitted by Subscriber to access or use the Services.

"Commercially Reasonable Efforts" means taking such steps and performing in such a manner as a well-managed business would undertake where such business was acting in a determined, prudent, and reasonable manner to achieve a particular desired result for its own benefit.

"Documentation" means nCino's user guides, documentation, knowledge articles, and training materials, as updated by nCino from time to time accessible via www.nCino.com or login to the Services.

"Force Majeure Event" means any act of God, act of war, civil insurrection, riot, physical (but not electronic) sabotage, embargo, fire, explosion, flood, drought, severe weather, natural disaster, power failure, epidemic, public health emergency, or other similar event beyond a party's reasonable control.

"GLB Act" means the Gramm-Leach-Bliley Act, regulations promulgated thereunder and regulatory interpretations of the foregoing (including the Interagency Guidelines Establishing Information Security Standards adopted by federal bank regulatory agencies, such as the Office of Comptroller of the Currency and the Board of Governors of the Federal Reserve System), as amended and supplemented from time to time.

"Intellectual Property Rights" means, on a worldwide basis, any and all intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license, or otherwise.

"Order Form" means an order form for Services executed by Subscriber and nCino.

"Personally Identifiable Information" or "PII" means "nonpublic personal information" as defined by the Gramm-Leach-Bliley Act, generally, information, other than publicly available information, provided by a consumer to a financial institution, resulting from any transaction with the consumer or any service performed for the consumer; or otherwise obtained by the financial institution.

"Services" means the software-as-a-service (SaaS) platform and the accompanying features and functionality made available by or on behalf of nCino to its customers including as set forth on an Order Form and as described in the Documentation.

"Subscriber Data" means data input to or collected through the Services by, from, or on behalf of Subscriber or its Authorized Users. For the avoidance of doubt, Subscriber Data does not include Analytics Data.

2. Services.

2.1 Access and Use.

(A) Subject to the terms and conditions of this Agreement, nCino grants Subscriber a limited, non-exclusive, non-transferable, non-sublicensable right to permit Authorized Users to access and use the Services during the Term solely for use in the ordinary course of Subscriber's business.

(B) Subscriber shall use, and cause each Authorized User to use, the Services only in accordance with this Agreement, the Documentation, and Applicable Laws.

(C) The Services may be used by Subscriber and any one or more of Subscriber's Affiliates and any of those parties (such as customer, prospective customers and third-party service providers) with whom Subscriber or any of its Affiliates has a commercial relationship. Subscriber shall (i) remain obligated to perform its commitments (including payment obligations) under this Agreement with respect to any Services used by its Affiliates and any such additional parties, and (ii) act as the single point-of-contact with nCino with respect to Services used by its Affiliates and any such additional parties.

(D) Subscriber shall not (i) permit unauthorized access to, or use of, the Services or Documentation (and shall notify nCino promptly upon any such threatened or actual unauthorized access or use), (ii) make the Services available to anyone other than Authorized Users, (iii) sell, resell, license, sublicense, distribute, rent or lease the Services, (iv) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (v) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (vi) interfere with or disrupt the integrity or performance of the Services, (vii) attempt to gain unauthorized access to the Services or its related systems or networks, (viii) create derivative works based on the Services, (ix) copy, frame or mirror any part or content of the Services (other than for Subscriber's own internal business purposes), (x) modify, decompile, disassemble or reverse engineer the Services, (xi) access the Services to build a competitive product or service, (xii) permit any third party engaged or planning to engage in cloud-based financial technology services (a "Competitor") to access or use the Services or Documentation without nCino's prior written consent, or (xiii) input or submit to the Services (or use the Services to collect) any information with respect to a payment card or relating to a payment card transaction as covered under the Payment Card Industry Data Security Standard (as same may be amended).

(E) The Services may include artificial intelligence ("AI") functionality including generative AI ("Gen AI"). Gen AI outputs do not represent nCino's views or opinions and may not always be accurate. Subscriber should not rely on Gen AI outputs as a source of truth or professional advice. Subscriber is responsible for (i) evaluating AI outputs for accuracy and appropriateness for Subscriber's intended use case, and (ii) its usage of AI outputs and any impact of such outputs on the Services.

(F) Subscriber acknowledges and agrees that it is responsible for ensuring its compliance with Applicable Laws including with respect to its use of AI, and nCino has no obligation to ensure Subscriber's compliance with Applicable Laws.

2.2 Support Services.

nCino will provide Subscriber support services as set forth on www.ncino.com/legal/support-services-FY2024 or as set forth in the Order Form (the "Support Services").

2.3 Professional Services.

nCino may provide Subscriber professional services under a separate professional services agreement, statement of work, or other order for professional services executed by the Parties, as applicable.

3. Fees and Payment.

3.1 Fees.

Subscriber shall pay nCino the fees set forth on the Order Form (the "Fees"). Subscriber acknowledges that (i) the number of Services purchased (as set forth on the Order Form) cannot be decreased during the then current Term, (ii) Fees are paid for access to the Services and not actual use, except for overages as set forth in the Order Form, (iii) any lack of use of the Services by Subscriber shall not excuse the failure to pay the Fees in whole or in part, and (iv) payment obligations are non-cancellable and Fees paid are non-refundable except as provided herein.

3.2 Invoicing and Payment.

Fees are invoiced as set forth in the Order Form. Subscriber is responsible for maintaining accurate billing and contact information in the interface provided with the Services. Fees are due net thirty (30) days from the invoice date. Invoices will be sent to Subscriber's email address listed in the Order Form.

3.3 Overdue Payments.

If any amounts invoiced are not received by nCino by the payment due date, then at nCino's discretion, such charges may accrue interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. If any amounts invoiced are thirty (30) days or more overdue, nCino may, without limiting its other rights and remedies, suspend Subscriber's access to the Services until such amounts are paid in full. nCino will not exercise its rights under this section if the applicable charges are under reasonable and good-faith dispute and Subscriber is diligently cooperating to resolve the dispute.

3.4 Taxes.

Unless otherwise stated in writing, the Fees do not include any taxes, levies, duties or other similar government assessments of any nature, including but not limited to value added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively "Taxes"). Subscriber is responsible for paying all Taxes associated with this Agreement except for Taxes assessable against nCino based on its income, property and employees. nCino will calculate Taxes based on the address set forth in the introductory paragraph to this Agreement. Subscriber will be responsible for self-assessing and paying any additional Taxes arising from Subscriber's use of Services at a different address. If nCino has the legal obligation to pay or collect Taxes for which Subscriber is responsible pursuant to this Agreement, the appropriate amount shall be invoiced to and paid by Subscriber, unless Subscriber provides nCino with a valid tax exemption certificate recognized by the appropriate taxing authority.

4. Proprietary Rights & Reservations.

Subscriber acknowledges and agrees that, as between the parties, (i) nCino (or, if applicable, its licensors) exclusively owns all rights, title, and interest in and to the Services, Analytics Data, Documentation, all improvements, modifications, updates, upgrades, enhancements and derivative works thereof, and all Intellectual Property Rights therein, and any recommendations, enhancement requests, corrections, suggestions, or other feedback provided by Subscriber or Authorized Users relating to the Services ("Feedback"); (ii) nCino may process Subscriber Data to provide and improve the Services and to create Analytics Data; (iii) Subscriber's rights to access and use the Services and Documentation are limited to those specifically granted in this Agreement and no other rights are implied; and (iv) nCino reserves all rights not expressly granted hereunder. nCino acknowledges and agrees that, as between the parties, (a) Subscriber owns all Subscriber Data; and (b) Subscriber reserves all rights not expressly granted hereunder.

5. Warranties/Disclaimers/Liability.

5.1 Authority.

nCino and Subscriber each declares that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform under this Agreement.

5.2 Warranty.

nCino represents and warrants that it will provide the Services in a professional manner consistent with general industry standards and that the Services will perform in accordance with the Documentation in all material respects. Subscriber's exclusive remedy for breach of the foregoing warranty shall be as provided in the Termination section.

5.3 Disclaimers.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND THE DOCUMENTATION ARE PROVIDED "AS IS" AND AS AVAILABLE, AND NCINO MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. NCINO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED OR ERROR-FREE SERVICE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS.

5.4 Limitation of Liability.

(A) IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS OR LOST REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

(B) EXCEPT WITH RESPECT TO SUBSCRIBER'S PAYMENT OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE LIABILITIES LIMITED BY THIS SECTION 5.4(B) APPLY REGARDLESS OF THE (I) NATURE OF THE ACTION OR CLAIM, (II) FORM OF THE ACTION OR CLAIM, WHETHER IN CONTRACT, TORT, OR OTHERWISE, AND (III) EVEN IF A PARTY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

(C) THE LIMITATION OF LIABILITY SET FORTH IN SECTION 5.4(B) DOES NOT APPLY TO A CLAIM BY A (I) PARTY BASED ON GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, OR (II) THIRD PARTY INVOLVING AN INTELLECTUAL PROPERTY RIGHT UNDER THE INDEMNIFICATION OBLIGATIONS OF SECTION 8. Additionally, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, nothing in this Agreement waives or limits any claim by nCino for any violation or misappropriation of nCino's intellectual property rights in the Services. IF APPLICABLE LAWS LIMIT THE APPLICATION OF THE PROVISIONS OF THIS SECTION, LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

5.5 Forms Generation Engine.

The document generation engine provided by nCino as part of the Services may be used for various forms of content and the formation of templates (a/k/a "Forms"), including for legal or compliance purposes. nCino has no responsibility or liability for the content management function related to the Forms, for ensuring that the proper information or fields are included, embedded, or accurate on such Forms, or for any results generated thereby, all of which shall solely be Subscriber's responsibility.

5.6 Future Functionality.

Subscriber acknowledges that its obligations hereunder are not contingent on the delivery by nCino of any future functionality or features, or dependent on any oral or written comments made by nCino regarding future functionality or features.

6. Safeguarding of Data and Information.

As between the parties, Subscriber shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of Subscriber Data. nCino acknowledges Subscriber Data (i) may contain Personally Identifiable Information and (ii) that all Subscriber Data is considered to be proprietary and of competitive value. Additionally, nCino acknowledges that Subscriber is subject to the GLB Act, Title V, pursuant to which Subscriber obtains certain undertakings from nCino with regard to the privacy, use, and protection of Personally Identifiable Information. Therefore, notwithstanding anything to the contrary contained in this Agreement and in addition to (and not in substitution for) nCino's other obligations hereunder:

(A) nCino shall protect and keep confidential all Subscriber Data in accordance with Applicable Laws.

(B) nCino shall establish and maintain commercially reasonable safeguards designed to protect against the destruction, loss or alteration of Subscriber Data in the possession or control of nCino which are no less rigorous than those maintained by nCino for its other customers' information of a similar nature, but in no event less than an industry standard.

(C) For as long as it retains Subscriber Data, nCino shall maintain administrative, technical, and physical safeguards designed to (a) ensure the security and confidentiality of such Subscriber Data, (b) protect against any anticipated or reasonably likely threats or hazards to the security or integrity of such Subscriber Data, (c) protect against unauthorized access to or use of such Subscriber Data, (d) ensure the proper disposal of Subscriber Data, and (e) without limiting the generality of items (a) through (d) preceding, with regard to Personally Identifiable Information, comply with the requirements contained in Section 501(b) of the GLB Act and the Interagency Guidelines Establishing Information Security Standards adopted by federal bank regulatory agencies.

(D)nCino will notify Subscriber promptly, and in any event within forty-eight (48) hours, upon becoming aware of a breach by nCino of the security safeguards required by this Section 6 resulting in an actual or reasonably suspected unauthorized disclosure of Subscriber Data (a "Security Breach"). Such notification shall, to the extent then known, include the time of the Security Breach and, if available, nCino's plan for corrective action. nCino shall promptly inform Subscriber of proposed corrective actions and take such corrective action to address incidents of unauthorized access to or use of Subscriber Data or any data security vulnerabilities highlighted by a Security Breach. Upon receipt of notice of a Security Breach, Subscriber may take all reasonable and appropriate steps to (a) protect Subscriber Data, (b) execute any obligations it may have under state or federal Security Breach requirements and (c) implement its data security breach response program.

(E)Subscriber shall ensure that, at all times during the Term of this Agreement, (a) all Subscriber Confidential Information residing within the Services shall be encrypted when stored or otherwise "at rest," and (b) the Services shall be configured in accordance with nCino's applicable "Gold Standard Best Practices" as published from time to time by nCino.

7. Term and Termination.

7.1 Term.

This Agreement shall be in force for the Term specified in the Order Form.

7.2 Termination.

Either party may terminate this Agreement for cause (i) upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

7.3 Effect of Termination.

Upon the termination, cancellation, or expiration of this Agreement (i) any undisputed unpaid fees owed by Subscriber hereunder immediately shall be due and payable and all rights and licenses granted hereunder immediately shall cease to exist, (ii) Subscriber shall no longer have access to the Services. The following provisions of this Agreement shall survive the termination of this Agreement: (a) any obligation of Subscriber to pay before termination and (b) any other provision of this Agreement that must survive to fulfill its essential purpose.

8. Indemnification.

8.1 Indemnification by nCino.

nCino will defend Subscriber against any claim, demand, suit or proceeding made or brought against Subscriber by a third party alleging that the use of the Services in accordance with this Agreement infringes or misappropriates such third party's Intellectual Property Rights, and will indemnify and hold Subscriber harmless from any damages, attorney fees and costs finally awarded against Subscriber as a result of, or for amounts paid by Subscriber under a court-approved settlement of, such claim, provided Subscriber (i) promptly gives nCino written notice of the claim, (ii) gives nCino sole control of the defense and settlement of such claim (except that

nCino may not settle such claim unless it unconditionally releases Subscriber of all liability), and (iii) gives nCino all reasonable assistance (at nCino's expense).

8.2 Indemnification by Subscriber.

Subscriber shall defend nCino against any claim, demand, suit or proceeding made or brought against nCino by a third party alleging that Subscriber Data, or Subscriber's use of the Services in violation of this Agreement, infringes or misappropriates such third party's Intellectual Property Rights or violates Applicable Law, and will indemnify and hold nCino harmless from any damages, attorney fees and costs finally awarded against nCino as a result of, or for any amounts paid by nCino under a court-approved settlement of, such claim, provided nCino (i) promptly gives Subscriber written notice of such claim, (ii) gives Subscriber sole control of the defense and settlement of such claim (except that Subscriber may not settle such claim unless it unconditionally releases nCino of all liability), and (iii) gives Subscriber all reasonable assistance (at Subscriber's expense).

9. Confidentiality.

Each party will potentially share with the other certain confidential and proprietary information. Each party, as the recipient of such confidential and proprietary information ("Recipient"), agrees to protect and maintain such information of the disclosing party ("Discloser") as set forth below.

9.1 Definition.

"Confidential Information" means information relating to Discloser's business including, without limitation, product designs, product plans, proprietary software and technology, services, financial information, marketing plans, business opportunities, pricing information, discounts, inventions, and know-how to the extent disclosed to Recipient hereunder. Subscriber Confidential Information shall also include Subscriber Data but does not include Analytics Data or Feedback.

9.2 Disclosure of Confidential Information.

Recipient shall: (i) hold the Confidential Information in strict confidence and take reasonable precautions to protect the Confidential Information (including, without limitation, all precautions Recipient employs with respect to its own confidential information), (ii) not divulge any Confidential Information to any third party (other than to employees or contractors of Recipient as set forth below), (iii) not copy, decompile or reverse-engineer any Confidential Information, or remove any proprietary markings from any Confidential Information, and (iv) only use the Confidential Information in connection with the performance of this Agreement and for no other purpose. Any employee, agent or contractor of Recipient given access to any Confidential Information must have a legitimate "need to know" such information and Recipient shall remain responsible for each such person's compliance with this Agreement.

9.3 Confidentiality Period.

Recipient's obligations with respect to Confidential Information under this Agreement expire five (5) years from the termination or expiration of this Agreement (except that with respect to any trade secrets, the obligations shall be perpetual).

9.4 Exclusions.

This Agreement imposes no obligations with respect to information which (i) was in Recipient's possession before receipt from Discloser, (ii) is or becomes a matter of public knowledge through no fault of Recipient, (iii) was rightfully disclosed to Recipient by a third party without restriction on disclosure, or (iv) is developed by Recipient without use of the Confidential Information and such independent development can be shown by documentary evidence. Recipient may make disclosures to the extent required by Applicable Laws or legal or governmental authority provided that Recipient provides Discloser prompt notice of any such requirement (to the extent permissible under Applicable Laws) and reasonably cooperates with Discloser in any effort of Discloser to seek a protective order, injunction or to otherwise contest such disclosure, at Discloser's expense.

9.5 Deletion/Destruction.

Upon termination of this Agreement, Recipient shall (i) promptly cease using the Confidential Information, (ii) delete, overwrite, or destroy the Confidential Information and all copies, notes or extracts thereof to Discloser within thirty (30) days of receipt of Discloser's

request, except for Subscriber Data, which nCino will delete or overwrite in accordance with its then-current policies and procedures, and (iii) if requested, confirm in writing that it has complied with these obligations. Nothing herein shall require nCino to delete any Analytics Data upon termination of this Agreement.

10. Miscellaneous.

10.1 Independent Contractors.

nCino and Subscriber are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

10.2 Waiver.

Neither party will be deemed to have waived any of its rights under this Agreement other than by an authorized representative of such party in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

10.3 Severability.

In the event one or more of the provisions of this Agreement is found to be illegal or unenforceable under Applicable Law, this Agreement shall not be rendered inoperative but the remaining provisions shall remain in full force and effect.

10.4 Audits.

(A) nCino will have the right during the Term to audit Subscriber's use of the Services to confirm compliance with this Agreement. Subscriber will reasonably cooperate with nCino and will, without prejudice to any other rights of nCino, promptly address any non-compliance identified by the audit.

(B) nCino shall maintain internal audit controls necessary to monitor nCino's compliance with its obligations under this Agreement and under Applicable Laws. In addition, nCino shall conduct audits and inspections of or pertaining to the Services in such manner and at such times as is consistent with the audit practices of well-managed operations performing services similar to the Services. At a minimum, nCino shall conduct an audit of its internal controls, data processing systems, and security and business continuity programs, and those of its subcontractors, used to provide or support the provision of the Services, at least annually. nCino shall make available to Subscriber the results of any SOC 2 Type II (or similar) audit conducted by nCino (including by internal audit staff or external auditors), or by inspectors, regulators or other representatives (including internal and external auditors), relating to nCino's operating practices and procedures to the extent relevant to the Services. Following a SOC 2 Type II (or similar) audit or inspection, Subscriber may conduct, or request its external auditors or examiners to conduct, an exit conference with nCino to obtain factual concurrence with issues identified in the review.

10.5 Notices.

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the third business day after mailing by certified mail, or (iii) the first business day after sending by overnight delivery service. The mailing address for each party shall be as set forth in the Order Form. Notices to nCino shall be addressed to the attention of nCino's Chief Executive Officer and Chief Legal Officer. Either party may change its address or designee for notification purposes by giving the other party prior notice of the new address or designee in accordance with the provisions of this Notices section.

10.6 Assignment.

Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent (not to be unreasonably withheld or delayed); provided, however, either party may assign this Agreement in its entirety without the other party's consent to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.7 Subcontracting.

nCino may subcontract or otherwise delegate its performance of the Services. nCino shall remain responsible for the obligations, services, and functions performed by its subcontractors to the same extent as if such obligations, services, and functions were performed directly by nCino, and for purposes of this Agreement, all work performed by nCino's subcontractors shall be deemed work performed by nCino. nCino shall be Subscriber's sole point of contact regarding the Services, including with respect to payment.

10.8 Non-nCino Applications.

Third parties may make available third-party products or services to use with the Services ("non-nCino Application(s)"). Any use by Subscriber of such non-nCino Application(s), and any exchange of data between Subscriber and any non-nCino Application provider and non-nCino Application(s) is solely between Subscriber and the applicable non-nCino Application provider. nCino does not warrant or support non-nCino Application(s) unless expressly provided in a written agreement between nCino and Subscriber. If Subscriber chooses to use a non-nCino Application with the Services, Subscriber grants nCino permission to allow the non-nCino Application, and its provider, to access Subscriber Data for the interoperation of that non-nCino Application with the Services. nCino is not responsible for any disclosure, modification, or deletion of Subscriber Data resulting from access by such non-nCino Application. For the avoidance of doubt, non-nCino Applications do not include hosting services or other products or services that nCino provides (or resells) directly to Subscriber.

10.9 Compliance with Laws and Policies.

Each party shall perform its obligations in a manner that complies with all Applicable Laws (including identifying and procuring required permits, certificates, approvals and inspections) required of such party or for which such party is responsible hereunder or which otherwise relate to the provision or use of the Services, as applicable.

10.10 Governing Law/Jurisdiction.

This Agreement shall be governed by the laws of the State of Delaware, without giving effect to its conflict of laws provisions. The parties consent to the personal and exclusive jurisdiction of the federal and state courts serving in New Castle County, Delaware.

10.11 Entire Agreement/Amendment.

This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. This Agreement may not be amended except by the written and executed agreement of the parties.

10.12 Counterparts.

Any Order Form, amendment, or other document under this Agreement requiring signature by both parties may be executed electronically, by facsimile, and in counterparts, which taken together shall form one legal instrument.

10.13 Use of Subscriber Name & Logo.

(A) The parties shall work in good faith to agree on the timing, distribution, and content of a press release or other joint co-marketing effort announcing the partnership between nCino and Subscriber to be issued no later than ninety (90) days of the execution of this Agreement (or on such other timeline as the parties may mutually agree in writing). In addition to a press release, other public joint co-marketing activities include the following: media or podcast interview; testimonial video; joint webinar; conference panel discussion; or another public co-marketing effort as otherwise mutually agreed between the parties (collectively, an "Agreed Release"). Neither nCino nor Subscriber shall make any public announcement or statement prior to an Agreed Release and then following an Agreed Release make any public announcement or statement that is inconsistent with or contrary to the statements made in the Agreed Press Release, except as required by law or the rules of any stock exchange or with the prior written consent of the other party.

(B) If a party determines that disclosure is required to meet legal or regulatory requirements, it shall promptly inform the other party and to the extent reasonably practicable coordinate such disclosure with the other party. The disclosing party shall limit disclosure to that which is necessary and shall give due consideration to comments the other party and its counsel may provide regarding the nature of the disclosure.

10.14 Force Majeure.

Neither party shall be liable to the other party for any delay or failure in the performance of this Agreement if caused by a Force Majeure Event. In the event of a Force Majeure Event, the time for the affected party's performance shall be deferred for a period of time equal to the time lost by reason of such event, provided that the delayed party shall notify the other party of such event and shall cooperate with the other party in minimizing any adverse impact of such event. Notwithstanding the foregoing, in all cases the party not performing its obligations under this Agreement as a result of a Force Majeure Event shall use Commercially Reasonable Efforts to resume full compliance with this Agreement as soon as is reasonably practicable.

10.15 Insurance.

nCino shall obtain and keep in force during the Term, the following insurance (i) statutory workers' compensation covering all applicable state and local requirements, (ii) employer's liability with a limit of \$1,000,000 for one or more claims arising from each accident, (iii) commercial general liability with a minimum per occurrence combined single limit of \$1,000,000 and a minimum aggregate combined single limit of \$2,000,000, (iv) professional liability for errors and omissions with a limit of \$5,000,000, (v) crime and Fidelity Insurance with a limit of \$1,000,000 which protects Subscriber against the theft or otherwise wrongful conversion of Subscriber's or nCino's property, the property or assets of customers or patrons, or the cash receipts by nCino's employees, agents or subcontractors, (vi) excess or umbrella liability insurance with a minimum limit of \$5,000,000 in excess of the insurance coverage described in subsection (ii) and (iii), and (viii) cyber/e-commerce liability with limits not less than \$5,000,000 per occurrence. nCino shall furnish, upon the reasonable written request of Subscriber, certificates of insurance forms evidencing that the above insurance is in effect and otherwise complies with the requirements of this section.

10.16 Dispute Resolution.

(A) In the event of a dispute regarding this Agreement, the parties shall endeavor in good faith to resolve the dispute informally. If a dispute remains unresolved thirty (30) business days after the delivery of the complaining party's written notice, either party may submit the dispute to mandatory and binding arbitration before the American Arbitration Association ("AAA"). A hearing on the merits of the claims shall be commenced within 180 calendar days of written arbitration demand, and the arbitrator(s) will render an award within ten (10) business days after the conclusion of the hearing. Unless the arbitration award provides otherwise, the parties shall jointly and equally pay the expenses of the arbitrator and administrative costs assessed by the AAA. Unless otherwise determined by the arbitrator(s), each party will bear its own expenses, including attorneys' fees, incurred during the arbitration. Any arbitration award may be enforced by any court of competent jurisdiction subject to the venue and governing law requirements herein.

(B) If a party's violation or threatened violation of this Agreement will cause irreparable injury to the other party or affect a party's Intellectual Property Rights, such other party shall be entitled to seek, in addition to any other rights or remedies it may have at law or in equity, injunctive relief, specific performance, and other equitable relief in connection with such violation or threatened violation.