

This nCino Bank Operating System Addendum (this “BOS Addendum”) governs use of any Services built on the Salesforce, Inc. (“Salesforce”) platform. In the event of any conflict between this BOS Addendum and the nCino Terms of Use, this BOS Addendum shall control. Capitalized terms used but not defined herein shall have the meanings given to them within the Terms of Use.

1. Subscriptions. Access and use rights to the Services (including, without limitation, access to and/or use of any object, feature, function, data or information therein) are granted as individual user subscriptions and Subscriber must purchase a separate user subscription for each Authorized User (“User Subscription”). Each User Subscription may be accessed by no more than a single designated Authorized User and cannot be shared. Additional User Subscriptions may be added during the Term at the same price as the underlying per User Subscription price. The added User Subscriptions shall terminate on the same date as the pre-existing User Subscriptions. Authorized Users shall not disclose their login credentials to any other person. User Subscriptions may be reassigned to a new Authorized User replacing an Authorized User who no longer uses the Services.

2. Salesforce.com. nCino has secured sufficient rights to utilize the SFDC platform to provide the Services. Subscriber’s responsibilities with regard to the SFDC platform are set forth at <https://www.ncino.com/salesforce-terms-january-2024> (which Subscriber hereby acknowledges and agrees to be bound by). Subscriber acknowledges and agrees that: (i) the Services may from time to time transmit and/or process Subscriber Data outside SFDC’s systems, and (ii) to the extent the Services transmits or processes Subscriber Data outside of SFDC’s systems, SFDC is not responsible for the privacy, security, or integrity of such Subscriber Data.

3. Escrow. If the escrow option is purchased by Subscriber, the nCino source code used to provide the Services will be escrowed by nCino with Escode f/k/a NCC Group Escrow Services (or another escrow agent selected by nCino), and Subscriber will be enrolled as a preferred beneficiary of such escrowed source code. Subscriber will be responsible for the beneficiary annual escrow fee and acknowledges that such fee may be adjusted from time to time based on changes in the fee charged by the escrow agent.

4. Subscriber Data. The Services include a feature to allow Subscriber to export Subscriber Data and/or make a copy of Subscriber Data at any time prior to termination or expiration of the Agreement. nCino will, upon Subscriber’s written request, provide information to Subscriber on how to utilize this feature.

5. Retention and Deletion. Subscriber Data may be deleted by Subscriber utilizing SFDC functionality. nCino recommends that Subscriber perform regular backups of Subscriber Data. Upon written request, nCino can assist Subscriber with the deletion of Subscriber Data from the Services. Following the termination of this Agreement, SFDC will delete and overwrite Subscriber Data in accordance with its then current policies and procedures. SFDC includes a feature to allow Subscriber to export Subscriber Data. nCino will, upon Subscriber’s written request, provide information to Subscriber on how to utilize this feature (or to make a copy of Subscriber Data).

6. Purchase of Additional Functionality from Salesforce. If Subscriber purchases services from SFDC that (i) add functionality to or affect the functionality of the Services purchased from nCino or (ii) leverage nCino’s data model or other nCino intellectual property, Subscriber shall purchase the corresponding nCino product from nCino. For example, if Subscriber purchases a sandbox from SFDC for use in an org with any nCino Services, Subscriber shall purchase a Sandbox Access product from nCino for such org. Likewise, if Subscriber purchases a UE upgrade from Salesforce, Subscriber shall purchase a corresponding UE upgrade from nCino.