

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

FORM 10-K

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the fiscal year ended January 31, 2023  
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: 001-41211

**nCino, Inc.**

(Exact name of Registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**87-4154342**

(I.R.S. Employer  
Identification No.)

**6770 Parker Farm Drive  
Wilmington, North Carolina 28405**

(Address of principal executive offices including zip code)

**(888) 676-2466**

(Registrant's telephone number, including area code)

Securities Registered Pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common stock, par value \$0.0005 per share	NCNO	The NASDAQ Global Select Market

Securities registered pursuant to Section 12(g) of the Act: **None**

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 every Interactive Data File required to be submitted 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 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	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

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.

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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 Exchange Act). Yes  No

The aggregate market value of the registrant's common stock held by non-affiliates of the registrant, based on the closing price of a share of the registrant's common stock on July 31, 2022, which was the last business day of the registrant's most recently completed second fiscal quarter, as reported by The NASDAQ Global Select Market on such date, was \$1.4 billion. Shares of the registrant's common stock held by each executive officer, director, and holders of 5% or more of the outstanding common stock who have been deemed to be affiliates have been excluded. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

There were 111,867,662 shares of the registrant's common stock outstanding as of March 23, 2023.

### **DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's Definitive Proxy Statement for the 2023 Annual Meeting of Stockholders (the "Proxy Statement") are incorporated herein by reference in Part II and Part III of this Annual Report on Form 10-K to the extent stated herein. Such Definitive Proxy Statement will be filed with the Securities and Exchange Commission within 120 days of the registrant's fiscal year ended January 31, 2023.

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## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward-looking statements that are based on our beliefs and assumptions and on information currently available to us. Forward-looking statements include information concerning our possible or assumed future results of operations, business strategies and plans, trends, market sizing, competitive position, industry environment, potential growth opportunities and product capabilities, among other things. Forward-looking statements include all statements that are not historical facts and, in some cases, can be identified by terms such as “aim,” “anticipates,” “believes,” “could,” “estimates,” “expects,” “goal,” “intends,” “may,” “plans,” “potential,” “predicts,” “projects,” “seeks,” “should,” “strive,” “will,” “would,” or similar expressions and the negatives of those terms. As used in this report, the terms “nCino,” the “Company,” “Registrant,” “we,” “us,” and “our” mean nCino, Inc. and its subsidiaries unless the context indicates otherwise.

Forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements, including those described in “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and elsewhere in this report. Given these uncertainties, you should not place undue reliance on these forward-looking statements. Some of the key factors that could cause actual results to differ from our expectations include, but are not limited to:

- our future financial performance, including our expectations regarding our revenues, cost of revenues, operating expenses, and our ability to achieve and maintain future profitability;
- our ability to execute strategies, plans, objectives, and goals;
- our ability to compete with existing and new competitors in existing and new markets and offerings;
- our ability to develop and protect our brand;
- our ability to effectively manage privacy, information, and data security;
- costs associated with research and development and building out our sales, professional services and customer support teams;
- the concentration of our customer base in the financial institution sector and their spending on cloud-based technology;
- our ability to add and retain customers;
- our ability to expand internationally and associated costs;
- our ability to comply with laws and regulations;
- our expectations and management of future growth based on subscription revenues over the term of our customer contracts;
- our expectations concerning relationships with our customers, partners, and other third parties;
- general macroeconomic conditions, including inflation and rising interest rates and geopolitical uncertainties;
- economic and industry trends;
- projected growth or trend analysis;
- our relationship with Salesforce and our system integration ("SI") partners;
- seasonal sales fluctuations;
- our ability to add capacity and automation to our operations;

- our ability to attract and retain key personnel;
- our ability to successfully integrate and realize the benefits from acquisitions and other strategic transactions, including the SimpleNexus acquisition;
- our ability to service our debt obligations; and
- our ability to successfully defend litigation or other proceedings brought against us.

Any forward-looking statement made by us in this report speaks only as of the date on which it is made. Except as required by law, we disclaim any obligation to update these forward-looking statements publicly, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future. In addition, statements such as “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date on which it is made and, although we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted a thorough inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements. Furthermore, if our forward-looking statements prove to be inaccurate, the inaccuracy may be material. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame, or at all. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, or otherwise.

## PART I

### Item 1. Business

#### Overview

nCino is the pioneer in cloud banking. Built by bankers for bankers, the nCino Bank Operating System is a single, multi-tenant software-as-a-service (SaaS) solution that helps financial institutions ("FI") modernize, innovate and outperform. A leader in the global financial services technology industry, nCino is a proven partner that has helped more than 1,850 FIs of all sizes and complexities, including global, enterprise, regional and community banks; credit unions; new market entrants; and independent mortgage banks power distinctive experiences, drive growth efficiencies, and run with full integrity. With nCino, FIs can:

- ***Digitally Serve Their Clients Across All Lines of Business.*** The nCino Bank Operating System delivers distinctive experiences across devices, channels and products, enabling a seamless digital relationship between a FI, its employees, its clients and key third parties. Because nCino is a cloud native platform, employees can serve their customers anywhere, at any time, from any internet-enabled device, empowering them to build deeper relationships. For consumers who increasingly expect frictionless digital services from their FI, this ability is no longer a differentiator, but a necessity.
- ***Improve Financial Results.*** Our customers leverage nCino's capabilities to drive revenue growth by delivering new products, eliminating redundant legacy systems, improving client satisfaction and retention and digitally expanding their brand presence and reach. By connecting previously disjointed functions and breaking down internal silos, nCino increases transparency at all organizational levels across lines of business, enabling FIs to measure their operations and maximize performance, productivity and profitability.
- ***Elevate Employee Experience and Performance.*** The nCino Bank Operating System's automation, workflow and digitization capabilities help eliminate manual processes and redundant efforts, freeing FIs' employees to focus on their clients' experiences rather than their transactions. In addition, our intelligent enterprise content management system includes a standardized filing system across applications, providing instant and ongoing access to digital documentation and checklists to help enable customers to meet their compliance and credit requirements. For example, client documents are associated with a unique identifier, eliminating the need for repeat document collection and duplicative data input, which means employees only have to ask for information once.
- ***Manage Risk and Compliance More Effectively.*** The nCino Bank Operating System helps FIs reduce regulatory, credit and operational risk through automated workflow, data reporting, standardized risk rating calculations and financial modeling. For example, the content management, automated workflow and digital audit trail and snapshot functionality within the nCino Bank Operating System helps our customers more effectively and efficiently prepare for regulatory examinations. Because the software is highly configurable, it can be adjusted as the FI's risk requirements and the regulatory environment evolve, helping FIs adapt to regulatory changes.
- ***Establish an Active Data, Audit and Business Intelligence Hub.*** Key to the nCino Bank Operating System is its "single source of truth" data model. In an industry where every moment matters, this centralized hub enables data to be more easily accessed, modeled and analyzed to help deliver greater operational, portfolio and financial intelligence, a more complete client view and improved compliance monitoring and metrics, as well as the opportunity to leverage artificial intelligence and machine learning ("AI/ML") more successfully. In addition, with an open application programming interface ("API") technology framework and integrations with third-party data sources, FIs can use nCino to augment their client and operational data and create a paperless, centralized hub that enhances data-driven decision-making.

#### Our Journey

nCino was originally founded in a bank to improve that FI's operations and client service. After realizing that virtually all FIs were dealing with the same problems—cumbersome legacy technology, fragmented data, and disconnected business functions—we were spun out as a separate company in late 2011. This heritage is the foundation of our deep banking domain expertise, which differentiates us, continues to drive our strategy and makes us uniquely qualified to help FIs cross the

modernization divide by providing a comprehensive solution that onboards clients, originates loans, and opens accounts on a single, cloud-based platform.

We initially focused the nCino Bank Operating System on transforming commercial and small business lending for community and regional banks in the United States ("U.S."). We introduced this solution to enterprise banks in the U.S. in 2014, and then internationally in 2017, and have subsequently expanded across North America, Europe and Asia-Pacific ("APAC"). Throughout this market expansion, we broadened the nCino Bank Operating System by adding functionality for consumer lending, client onboarding, deposit account opening, analytics and AI/ML. On January 7, 2022 (the "Acquisition Date"), we acquired SimpleNexus, a leading cloud-based mobile-first homeownership software company in the U.S.

nCino has achieved rapid growth since our inception over eleven years ago, and we plan to continue investing in and expanding the depth and breadth of our solutions. We believe our product development and global expansion initiatives will continue to drive revenue and customer growth and further enable the transformation of the financial services industry.

### **How the nCino Bank Operating System Works**

The nCino Bank Operating System connects FI employees, their clients and third parties on a single, cloud-based platform, eliminating silos and bringing new levels of coordination and transparency to the FI. By utilizing a single platform across business lines, processes and channels, FIs are able to leverage the same data and information across their entire organization. This unified platform provides all the functionality necessary to complete mission-critical workflow, enabling client onboarding, loan origination, deposit account opening, analytics and compliance.

As a native cloud platform that utilizes a single code base regardless of the size and complexity of the FI, the nCino Bank Operating System is highly scalable and configurable for the specific needs of each customer. Once implemented, our solution becomes deeply embedded in our customers' business processes, enabling workflow across the FI and allowing our customers to serve their clients anytime, anywhere, from any internet-enabled device.

The nCino Bank Operating System also delivers data analytics and AI/ML capabilities through our nCino IQ ("nIQ") application suite to provide our customers with automation and insights into their operations, such as tools for analyzing, measuring and managing credit risk, as well as to improve their ability to comply with regulatory requirements.

Fundamental elements of the nCino Bank Operating System are built on Salesforce (the "Salesforce Platform"), which allows us to focus our product development efforts on building deep vertical functionality specifically for FIs, while leveraging Salesforce's global infrastructure, reliability and scalability. We also have certain solutions that leverage the Amazon Web Services ("AWS") platform.

We generally offer the nCino Bank Operating System on a subscription basis pursuant to non-cancellable multi-year contracts that typically range from three to five years, and we employ a "land and expand" business model. Our initial deployment with a customer generally focuses on implementing a client onboarding, loan origination and/or deposit account opening application in a specific line of business within the FI, such as commercial, small business or consumer. The nCino Bank Operating System is designed to scale with our customers, and once our solution is deployed, we seek to have our customers expand adoption within and across lines of business.

### **Benefits and Features of the nCino Bank Operating System**

The nCino Bank Operating System leverages common data sets and functionality across solutions, which optimizes and accelerates its deployment throughout a FI. These include:

- **Client Onboarding.** Built into the nCino Bank Operating System is client onboarding functionality that supports the front, middle and back office onboarding process, allowing FIs to effectively evaluate the risk of doing business with a client, while also providing clients an efficient and personalized user experience. Clients are able to upload documents directly into the nCino Bank Operating System, complete identity verification and provide information about themselves and their business, offering a level of transparency to the FI that enables regulatory compliance, such as Know-Your-Customer ("KYC"). With enhanced onboarding reporting tools, FIs can generate customized reports and use real-time analytics and data from government watchlists and other third-party systems to achieve a holistic client view, enabling our customers to offer their clients more value-added services and custom-tailored offerings.

- **Loan Origination.** The loan origination functionality embedded within the nCino Bank Operating System combines an innovative and intuitive framework with automated workflow, checklists, document management, analytics and real-time reporting to provide a complete, end-to-end loan origination system from application, to underwriting, to adjudication, to document preparation, to closing. In one view, all stakeholders have visibility into where the loan process stands and what data is needed to complete the process. Post-closing, the nCino Bank Operating System provides a view into loan performance and tools for portfolio management, providing FI employees the ability to utilize information to maximize efficiency. Each stakeholder in the loan process works from a single digital loan file, allowing clients to apply for loans and upload documents; third parties, such as appraisers, lawyers and regulators, to access and review loan files; and employees to seamlessly manage the entire loan process efficiently and compliantly. Our loan origination functionality supports a wide range of lending products across commercial, small business and consumer lines of business. The nCino Bank Operating System can facilitate the origination of an FI's most complex commercial lending products, including syndicated loans, commercial and industrial loans, commercial real estate loans and construction loans, while also supporting the depth required for specific products such as agriculture lending, asset-based lending, SBA loans and leasing. Our solution also supports the speed and convenience required for small business and consumer loans across products, such as home equity lines of credit, home equity term loans, uncollateralized lines of credit, automobile loans and credit cards, while providing the tools needed to address regulatory compliance, including fair lending and the Home Mortgage Disclosure Act.
- **Deposit Account Opening.** The nCino Bank Operating System's deposit account opening solution optimizes the process for opening checking, savings, debit/ATM cards, money market, certificates of deposit and retirement accounts. FIs can utilize nCino's intuitive, scalable and flexible workflow to efficiently open consumer, commercial or small business accounts while maintaining individual account processes and requirements. Seamlessly embedded within the account opening experience, the nCino Bank Operating System provides the new client onboarding capability to collect KYC related information to meet compliance standards. The deposit account opening application allows clients to open an account digitally, across any device, in a branch or through a call center, with speed and flexibility.
- **nIQ:** The nCino Bank Operating System is powered by nIQ, which leverages AI/ML and analytics, helping FIs become more predictive, personalized and proactive. Through nIQ's Automated Spreading feature, FIs can streamline manual data entry processes throughout the underwriting process and automatically capture more data, reducing the time it takes to spread and process documents and enabling bankers to devote more time to insightful financial analysis and focus on value-add activities. By combining newly available data from digitized processes with sophisticated profitability models, nIQ's Commercial Pricing and Profitability functionality delivers targeted pricing insights at the point of decision, helping relationship managers intelligently price loans and win the right deals. FIs can also leverage the data visualization and predictive analytics capabilities of nIQ's Portfolio Analytics solution to maintain a holistic view of portfolio trends, discover new lending opportunities, and proactively address risk within different segments. By embedding insights and automation into the loan lifecycle, nCino empowers FIs to accelerate revenue growth, improve operational efficiency and win the trust of their customers.
- **Homeownership Platform.** With the acquisition of SimpleNexus, nCino now offers a suite of products that enable loan officers, borrowers, real estate agents, settlement agents and others to easily engage in the homeownership process from any internet-enabled device. With Nexus Engagement™, FIs can collaborate with borrowers and real estate partners from the pre-application phase, offering relationship-building tools like payment calculators, integrated home search and instant chat that help convert more leads into closed loans. Nexus Origination™'s mobile-first toolset improves productivity and reduces cycle times by enabling loan officers to manage pipelines, run pricing, order credit reports, send pre-approval letters, sign disclosures and review automated underwriting system findings from anywhere while providing customers with a simple and modern journey to homeownership. Through integrations, Nexus Origination™ connects with mortgage loan origination systems, pricing engines, credit ordering systems, CRM solutions, appraisal management systems and other mortgage industry-related systems. Nexus Closing™ streamlines each FI's preferred closing workflow, from traditional mortgage closings where documents are wet-signed in person, to fully digital eClosings with remote online notarization. Once a loan has closed, CompenSafe™ automatically calculates associated incentive compensation for loan officers, processors and operations staff for improved accuracy, transparency and compliance that reduces FIs' administrative burden. Finally, throughout each phase of the homeownership journey, Nexus Vision™ provides business intelligence ("BI") that improves

visibility and increases productivity across FIs' lending operations. Nexus Vision's visual dashboards, role-based scorecards, contextual comparisons and detailed drill-downs help FIs forecast revenue, identify and resolve production bottlenecks, prioritize loan teams' activities and evaluate individual and branch performance with just a few clicks.

- ***A Powerful Ecosystem.*** By harnessing the power of diverse partners and leveraging open APIs and productized integrations, the nCino Bank Operating System creates a connected and scalable ecosystem that brings together disparate data sources and systems, acting as a data hub that integrates with core systems, credit reporting agencies and other third-party applications to centralize FI's data, creating an actionable single data platform and warehouse. In addition, we work with some of the world's leading technology and SI partners to help implement our solutions, which has increased our capacity to deliver and deploy the nCino Bank Operating System and enabled us to scale more quickly.

## **Our Customers**

As critical and attractive as our innovation platform is, it is our proven execution and delivery that makes nCino an ideal partner for innovative FIs.

As the pioneer in cloud banking, we have developed trusted relationships and a reputation for successfully implementing our solutions with FIs of all sizes in multiple geographies. Our diverse customer base ranges from global FIs, such as Bank of America, Barclays, Santander Bank and TD Bank; to enterprise banks, such as KeyBank, Allied Irish Banks, First Horizon Bank and Truist Bank; to regional and community banks, such as Huntingdon Valley Bank, Arvest Bank and ConnectOne Bank; to credit unions, such as Navy Federal Credit Union, SAFE Credit Union, Golden1 Credit Union and Wright-Patt Credit Union; to new market entrants, such as OakNorth Bank, Recognise Bank and Judo Bank; to independent mortgage banks such as Synergy One Lending and Fairway Independent Mortgage Corporation. These companies represent a cross-section of FIs across asset classes and geographies and each of these customers represent a substantial level of Annual Contract Value ("ACV") in its respective category.

As of January 31, 2023, we had over 420 FIs that have contracted for the nCino Bank Operating System for client onboarding, loan origination and/or deposit account opening. In addition, we have over 1,000 FIs that have contracted for our Portfolio Analytics solutions, which we acquired with the nCino Portfolio Analytics, LLC (formerly, Visible Equity, LLC, "Visible Equity") acquisition in fiscal 2020, and over 470 customers that have contracted with SimpleNexus. In total, we had over 1,850 customers as of January 31, 2023, of which 465 each generated more than \$100,000 in subscription revenues in fiscal 2023. No single customer represented more than 10% of total revenues in fiscal 2023.

## **How nCino Will Grow**

We intend to continue growing our business by executing on the following strategies:

- ***Expand Within and Across our Existing Customers.*** We believe there is a significant opportunity to further expand within our existing customer base both vertically within business lines and horizontally across business lines. Our revenues from existing customers continue to grow as additional users are added, creating strong customer cohort dynamics.
- ***Expand our Customer Base.*** We believe the global market for cloud banking is large and underserved. With FIs needing to replace legacy point products with modern technology and increased consumer demand for digital services, we believe there is a significant opportunity to deliver our solutions and expand our customer base to FIs of all sizes and complexities around the world. Currently deployed in 16 countries, we have made significant investments to expand our presence in EMEA and APAC, and the nCino Bank Operating System can currently support over 120 languages and over 140 currencies. We promote sales in North America out of our offices in the U.S. and Canada, in APAC out of our offices in Australia and Japan, and in EMEA primarily out of our office in the UK.
- ***Continue Strengthening and Extending our Product Functionality.*** We invested 29.8% of our revenues back into research and development in fiscal 2023 and plan to continue to invest to extend the depth and breadth of our solutions, while further enhancing its international capabilities. Additionally, we plan to continue to develop our portfolio analytics and credit modeling capabilities, as well as our AI/ML capabilities through automation, predictive analytics, digital assistant services and data source integration, and to continue

to expand the functionality of the SimpleNexus digital homeownership platform. These innovations will further reduce the human resources required for routine but time-consuming tasks.

- **Foster and Grow our SI and Technology Ecosystem.** We have developed strong relationships with a number of leading SIs, including Accenture, Deloitte, PwC, and West Monroe Partners, that increase our capacity to onboard new customers and implement the nCino Bank Operating System, extend our global reach and drive increased market awareness of our company and solutions. To date, over 2,500 trained SI consultants have completed our training program to implement the nCino Bank Operating System. Through the open architecture of the nCino Bank Operating System, an increasing number of third-party technology partners, including Rich Data Co., Alloy, Codat, Plaid, DocuSign, Mambu and OneSpan, among others, are integrated with our solution.
- **Selectively Pursue Strategic Transactions.** In addition to developing our solutions organically, we may selectively pursue acquisitions, joint ventures, or other strategic transactions. We expect these transactions to focus on innovation to help strengthen and expand the functionality and features of our solutions and/or expand our global presence. For example, in fiscal 2020 we acquired nCino Portfolio Analytics, LLC (formerly Visible Equity) and FinSuite Pty Ltd ("FinSuite") as part of our strategy to build out our nIQ capabilities, and we established our nCino K.K. joint venture to facilitate our entry into the Japanese market. Additionally, in January 2022, we completed our acquisition of SimpleNexus which expanded our capabilities to the U.S. mortgage market.

## **Our Relationship with Salesforce**

From our inception, we built the nCino Bank Operating System on the Salesforce Platform to leverage its global infrastructure, reliability, and scalability. This strategy has allowed us to benefit from Salesforce's investment in the continual improvement of the Salesforce Platform. We believe we have a mutually beneficial strategic relationship with Salesforce.

Salesforce Ventures, an affiliate of Salesforce, made investments in our common stock in January 2014, March 2015, July 2017, January 2018, and September 2019. As of January 31, 2023, Salesforce owned less than 5% of our common stock.

Pursuant to our agreement with Salesforce (the "Salesforce Agreement"), when we sell our client onboarding, loan origination, and/or deposit account opening applications, we include a subscription to the underlying Salesforce Platform and remit a subscription fee to Salesforce. In exchange, Salesforce provides the hosting infrastructure and data center for these applications, as well as configuration, reporting, and other functionality within the Salesforce Platform. In addition, under the Salesforce Agreement, we are an authorized reseller of Salesforce's CRM functionality to certain FIs in the U.S. Our original agreement with Salesforce was entered into in December 2011. On June 19, 2020, this agreement was superseded and replaced by the Salesforce Agreement which expires on June 19, 2027 unless earlier terminated by either party in the event of the other party's material breach, bankruptcy, change in control in favor of a direct competitor, or intellectual property infringement. The Salesforce Agreement automatically renews for additional one-year periods thereafter unless notice of termination is provided.

## **Sales and Marketing**

Our sales team includes business development representatives, account executives, field sales engineers, and customer success managers. These teams are responsible for outbound lead generation, driving new business, and helping to manage account relationships and renewals, further driving adoption of our solutions within and across lines of business. These teams maintain close relationships with existing customers and act as an advisor to FIs to help identify and understand their unique needs, challenges, goals, and opportunities.

Our marketing teams oversee all aspects of nCino's global brand including brand strategy, public relations, integrated marketing, product marketing, marketing communications and marketing operations. Our marketing efforts span the full funnel from brand awareness building and pipeline generation to adoption and cross-sell.

## **Customer Success**

Once a customer contracts for one of our solutions, we provide configuration and implementation services to assist the customer in the deployment, either directly or through our SI partners. Configuration and implementation engagements typically range in duration from three to 18 months, depending on scope. For enterprise FIs, we generally work with SIs such as

Accenture, Deloitte, and PwC. For regional FIs, we work with SIs such as West Monroe Partners, and for community banks we work with SIs or perform configuration and implementation ourselves. When we work with SIs, we generally field a small team of advisory consultants alongside the SIs to help ensure the success of the engagement. For SimpleNexus solutions, we directly provide configuration and implementation services in the deployment, which typically takes about three months.

We support our customers with 24/7 access to engineers and other technical support personnel, outcome based support offerings, release management, managed services, and technical support via online chat. To help our customers achieve success, we offer in-depth change management workshops, classroom and virtual end user and administrator training, consultative functionality adoption services, and best practices. The nCino Customer Success Management team is the customer's central touch point, whose primary job is to manage the long-term health and success of each customer.

A significant majority of our FI customers, whose employees utilize our client onboarding, loan origination, and/or deposit account opening applications, participate in our online nCino User Community. In the nCino User Community, users can access product guides, technical documents and support articles, engage and share best practices with other users and nCino subject matter experts through a variety of general and solution-focused discussion groups, suggest and vote for future product development ideas, and access training videos, materials and product certifications.

## **Research and Development**

Our research and development organization is responsible for the design, development, and testing of our solutions.

We utilize Agile software development methodologies and industry best practices, such as continuous integration/continuous deployment, automated testing and distributed version control, to develop new functionality and enhance our existing solutions. We provide opportunities for innovation through hackathons and new technology pilots, and we encourage customers to participate in our Product Design Programs to provide us with input on our product development roadmap. Our research and development spend was \$121.6 million or 29.8% of total revenues in fiscal 2023.

## **Competition**

Historically, the primary competition for the nCino Bank Operating System has been point solution vendors and systems developed internally by FIs. We believe our ability to provide client onboarding, loan origination, deposit account opening, analytics and AI/ML on a single platform across all lines of business, our deep banking domain expertise, our mobile-first homeownership platform, our reputation for high-quality professional services and customer support, and our strong company culture, distinguish us from our competition. We believe our success in growing our business will depend on our ability to demonstrate to FIs that our solutions provide superior business outcomes to those of third-party vendors or internally developed systems. In this regard, we are likely to be assessed on a number of factors, including:

- breadth and depth of functionality;
- ease of deployment, implementation and use;
- total cost of ownership and return on investment;
- level of customer satisfaction;
- brand awareness and reputation;
- cloud-based technology platform and pricing model;
- quality of implementation and customer support services;
- capability for configurability, integration, and scalability;
- domain expertise in banking technology;
- security and reliability;
- ability of our solutions to support compliance with legal and regulatory requirements;

- ability to innovate and respond to customer needs quickly;
- ability to integrate with third-party applications and systems; and
- insights and benchmarking derived from the cross-institution data and transactions that flow through our platform.

We believe we compete favorably with respect to these factors but we expect competition to increase as existing competitors evolve their offerings and as new companies enter our market. Our ability to remain competitive will depend on our ongoing efforts in research and development, sales and marketing, professional services, customer support, and our business operations generally. For additional information, see the section titled “Risk Factors—The markets in which we participate are intensely competitive and highly fragmented, and pricing pressure, new technologies or other competitive dynamics could adversely affect our business and results of operations.”

## **Intellectual Property**

Our success depends in part on our ability to protect our core technology and innovations. We rely on federal, state, common law, and international rights, as well as contractual provisions, to protect our intellectual property. We control access to our proprietary technology by entering into confidentiality and invention assignment agreements with our employees and contractors, and confidentiality agreements with third parties. We seek patent protection for certain of our key innovations, protocols, processes, and other inventions. We pursue the registration of our trademarks, service marks, and domain names in the U.S. and in certain other locations. These laws, procedures and restrictions provide only limited protection and the legal standards relating to the validity, enforceability, and scope of protection of intellectual property rights are uncertain and still evolving. Furthermore, effective patent, trademark, copyright, and trade secret protection may not be available in every country in which our products are available.

As of January 31, 2023, we had 12 issued U.S. patents as well as one patent application pending in the U.S. We file patent applications where we believe there to be a strategic technological or business reason to do so. Although we actively attempt to utilize patents to protect our technologies, we believe that none of our patents, individually or in the aggregate, are material to our business.

## **Human Capital Management**

We are in the business of fundamentally changing the way FIs operate. To transform an industry, we believe it is essential to foster a company culture that not only empowers its employees to challenge the status quo, but also emboldens them to drive change and champion customer success.

Culture is a key differentiator for us; our position as the worldwide leader in cloud banking depends on the people who work at nCino. For these reasons, we have built our company with a cultural foundation based on six core values: Bring Your A-Game, Do the Right Thing, Respect Each Other, Make Someone’s Day, Have Fun and Be a Winner. We believe our culture is the foundation for the successful execution of our strategy and, as a result, is a critical strength of our organization. In recognition of our continued focus on employee engagement, satisfaction and culture, we have received numerous awards, including being named one of the Highest-Rated Public Cloud Computing Companies to Work For in 2021 by Battery Ventures. In 2022, nCino was also presented with 16 workplace-focused awards by Comparably, a leading workplace culture and compensation monitoring site, including Best CEOs for Diversity, Best Company for Women, Best Company Culture, Best Company Career Growth, Best Company Work-Life Balance and Best Company Happiness.

As of January 31, 2023, we had 1,791 employees, of which approximately 85% were in the U.S. and 15% were in other locations around the globe. We believe our employee engagement and experience remain strong. In January 2023, the company announced a workforce reduction of approximately seven percent (7%). Employees impacted by this event are included in our headcount as of January 31, 2023.

### ***Diversity, Equity, Inclusion, and Community***

As a global company whose employees represent a wide variety of identities across race, ethnicity, gender, sexual orientation, ability and disability, class, immigration status and more, we know diverse identities, experiences and perspectives make for stronger teams. We believe we cannot realize our full strength unless we work collectively to acknowledge, respect, empathize with and appreciate each other’s differences. To ensure that nCino remains rooted in our commitment to build a

diverse, equitable and inclusive workforce, our talent acquisition strategy includes relationships with diverse professional organizations and minority colleges and universities.

To further our commitment to a culture of inclusiveness, our employee-led Diversity, Equality and Inclusion Council meets regularly with nCino's Executive Leadership Team. In addition, nCino is home to six Employee Resource Groups ("ERGs"), which serve our Veteran, LGBTQIA+, Latinx, AAPI, Black/African-American, and Women employee populations. These groups play an important role in building community and belonging among employees, providing resources to the broader nCino community, recruiting diverse talent and creating opportunities for professional development, mentorship and community outreach. Each ERG includes executive sponsorship and a connection to the Diversity, Equity and Inclusion Council.

nCino has a full-time Diversity, Equity, Inclusion and Community Involvement leader who champions these initiatives and programs, with support and oversight from nCino's CEO and People Operations leadership. As a result, nCino has been able to support many causes and initiatives in the community, such as sponsoring the local Martin Luther King, Jr. march, volunteering with veterans' organizations that aid military personnel in their transition back to civilian life, and being a premier sponsor of an all-girls middle/high school that focuses primarily on STEM education.

In 2021, we also announced two long-term partnerships in Wilmington, North Carolina, where nCino's headquarters is located. The first was a sponsorship with The City of Wilmington and the Wilmington Hammerheads Youth Soccer Club to help fund a new sports complex, which will help make sports more accessible to youth in the Wilmington community. The second was a partnership with the Food Bank of Central & Eastern North Carolina to support the development of the nCino Hunger Solutions Center, a new facility in Wilmington that will help the organization expand its food relief efforts and ensure substantial growth in its nutrition services, food access and distribution throughout southeastern North Carolina.

These are just some of the activities achieved through nCino's philanthropic and community service team, nVolve. Through nVolve, nCino prioritizes giving back to our communities and volunteering time by providing all global employees paid volunteer days separate from regular leave or holidays to support organizations and causes that are important to them.

### ***Total Reward, Well-being & Experience***

nCino believes that productivity is driven by employees who are actively engaged, both by their connection to our purpose and their certainty that the company cares about their well-being. We therefore invest in their financial, social and physical wellness as well as the communities in which they work.

Because nCino's future success is dependent on our ability to attract and retain highly qualified personnel, we offer competitive compensation, opportunities for equity ownership, retirement plans to help employees invest in their future and generous, country-specific benefit packages. In addition, we offer competitive parental leaves, holiday pay, student debt repayment programs and vacation time and flex holidays. nCino supports healthy lifestyles and wellness by offering office step challenges, nutritious snacks, standing and treadmill desks, financial education, mental health initiatives, cycle to work programs, on-site flu shots, recreational outings and more.

These offerings demonstrate a commitment to our employees' well-being and play a critical role in engaging and retaining the talented individuals that comprise our organization.

### **Technology, Development and Cloud Operations**

We deliver our solutions as highly scalable cloud computing application and platform services on a multi-tenant technology architecture. Multi-tenancy is an architectural approach that allows us to operate a single application instance for multiple organizations, treating all customers as separate and virtual isolation from each other. This approach allows us to spread the cost of delivering our services across the globe and scale our business faster than traditional software vendors while focusing our resources on building new functionality and enhancing existing offerings.

Our technology and product efforts are focused on improving and enhancing the features, functionality, performance, availability, and security of our existing service offerings, as well as developing new features, functionality, and services. We also remain focused on integrating businesses, services and technologies from acquisitions and with partners.

## **Global Financial Service Providers Are Highly Regulated**

Global financial service providers and their solutions are subject to extensive and complex data, security and regulatory guidance and oversight by international, country, federal, state and other regulatory authorities. These laws and regulations are constantly evolving and affect the conduct of financial service providers operations and, as a result, the business of their technology providers. The compliance process with these regulatory requirements depends on a variety of factors, including functionality and design, the classification of the financial service provider and its services, region or country of operation, and the manner in which the financial service provider and its end users utilize the solutions. In order to ensure compliance with these laws, financial service providers may be required to implement operating policies and procedures to protect the privacy and security of their, the financial service providers', and their end users' information, and to undergo periodic audits and examinations.

## **Security Is Paramount for Global Financial Service Providers**

The risks of cybercrime and fraud have always existed in banking and financial services. As the adoption and use of digital channels increase in financial services, the incidence of cybercrime and fraud has grown substantially. The methods by which criminals seek to commit fraud are constantly changing, requiring financial services providers and their technology providers to continually modify their security protocols and best practices. Providing services to FIs requires experience, constant vigilance, and continuous investment to stay informed and guard against these ever-changing threats.

## **Available Information**

Our website is located at [www.ncino.com](http://www.ncino.com) and our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and other filings with the Securities and Exchange Commission ("SEC"), and all amendments to these filings, can be obtained free of charge from our website as soon as reasonably practicable after we electronically file or furnish such materials with the SEC. 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](http://www.sec.gov). The contents of these websites are not incorporated into this filing. Further, the Company's references to the URLs for these websites are intended to be inactive textual references only.

## **Item 1A. Risk Factors**

*You should consider and read carefully all of the risks and uncertainties described below, as well as other information included in this Annual Report on 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 related notes before making an investment decision with respect to our common stock. The risks described below are not the only ones we face. 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 common stock could decline, and you may lose all or part of your investment.*

### **Summary Risk Factors**

*The below summary of risk factors provides an overview of many of the risks we are exposed to in the normal course of our business activities. As a result, the below summary risks do not contain all of the information that may be important to you, and you should read the summary risks together with the more detailed discussion of risks set forth following this section under the heading "Risk Factors," as well as elsewhere in this Annual Report on Form 10-K. Additional risks, beyond those summarized below or discussed elsewhere in this Annual Report on Form 10-K, may apply to our activities or operations as currently conducted or as we may conduct them in the future or in the markets in which we operate or may in the future operate. Consistent with the foregoing, we are exposed to a variety of risks, including risks associated with the following:*

- We derive all of our revenues from customers in the financial services industry, and any downturn or consolidation or decrease in technology spend in the financial services industry could adversely affect our business.
- We have a limited operating history at the current scale of our business, which makes it difficult to predict our future operating results, and we may not achieve our expected operating results in the future.

- We have a history of operating losses and may not achieve or sustain profitability on a generally accepted accounting principles in the United States of America ("GAAP") basis in the future.
- If we are unable to attract new customers or continue to broaden our existing customers' use of our solutions, our revenue growth will be adversely affected.
- If the market for cloud-based banking technology develops more slowly than we expect or changes in a way that we fail to anticipate, our sales would suffer and our results of operations would be adversely affected.
- We may not be able to sustain our revenue growth rate in the future.
- Our quarterly results may fluctuate significantly and may not fully reflect the underlying performance of our business.
- We may not accurately predict the long-term rate of customer subscription renewals or adoption of our solutions, or any resulting impact on our revenues or operating results.
- A breach of our security measures or those we rely on could result in unauthorized access to customer or their clients' data, which may materially and adversely impact our reputation, business, and results of operations.
- Fundamental elements of the nCino Bank Operating System are built on the Salesforce Platform and we rely on our agreement with Salesforce to provide this solution to our customers.
- Because we recognize subscription revenues over the term of the contract, downturns or upturns in our business may not be reflected in our results of operations until future periods.
- The markets in which we participate are intensely competitive and highly fragmented, and pricing pressure, new technologies, or other competitive dynamics could adversely affect our business and results of operations.
- We depend on data centers operated by or on behalf of Salesforce, AWS and other third parties, and any disruption in the operation of these facilities could adversely affect our business and subject us to liability.
- We may acquire or invest in companies, or pursue business partnerships, which may divert our management's attention or result in dilution to our stockholders, and we may be unable to integrate acquired businesses and technologies successfully or achieve the expected benefits of such acquisitions, investments or partnerships.
- Because one of our stockholders holds a substantial amount of our total outstanding common stock, the influence of our public stockholders over significant corporate actions is limited and sales by this stockholder could adversely affect the value of our common stock.
- Our customers are highly regulated and subject to a number of challenges and risks. Our failure to comply with laws and regulations applicable to us as a technology provider to FIs could adversely affect our business and results of operations, increase costs and impose constraints on the way we conduct our business.
- We are presently subject to a putative class action civil suit involving alleged violations of antitrust laws relating to our hiring and wage practices and a purported stockholder derivative lawsuit alleging violation of fiduciary duties with the series of mergers in which we became the parent of nCino OpCo and SimpleNexus. These matters or future litigation against us could adversely affect our operations and prospects, damage our reputation, and be costly and time consuming to defend.

### **Risks Relating to Our Business and Industry**

*We derive all of our revenues from customers in the financial services industry, and any downturn or consolidation or decrease in technology spend in the financial services industry could adversely affect our business.*

All of our revenues are derived from FIs whose industry has experienced significant pressure in recent years due to economic uncertainty, fluctuating interest rates, liquidity concerns and increased regulation. In the past, FIs have experienced

consolidation, distress and failure, including as recently as March 2023 when the FDIC took control of Silicon Valley Bank and Signature Bank due to liquidity concerns and a number of other FIs experienced turbulence and a precipitous decline in market value. It is possible these conditions may persist, deteriorate or reoccur. If any of our customers merge with or are acquired by other entities, such as FIs that have internally developed banking technology solutions or that are not our customers or use our solutions less, we may lose business. Additionally, changes in management of our customers could result in delays or cancellations of the implementation of our solutions. It is also possible that the larger FIs that result from business combinations could have greater leverage in negotiating price or other terms with us or could decide to replace some or all of the elements of our solutions. Our business may also be materially and adversely affected by weak economic conditions in the financial services industry. Any downturn or prolonged disruption in the financial services industry may cause our customers to reduce their spending on technology or cloud-based banking applications or to seek to terminate or renegotiate their contracts with us. Moreover, economic fluctuations caused by factors such as the U.S. Federal Reserve changing interest rates may cause potential new customers and existing customers to forego or delay purchasing our solutions or reduce the amount of spend with us, which would materially and adversely affect our business.

***We have a limited operating history at the current scale of our business, which makes it difficult to predict our future operating results, and we may not achieve our expected operating results in the future.***

As a result of our limited operating history at the current scale of our business, our ability to forecast our future operating results, including revenues, cash flows, and profitability, is limited and subject to a number of uncertainties. We have encountered and will encounter risks and uncertainties frequently experienced by growing companies in the technology industry, such as the risks and uncertainties described in this Annual Report on Form 10-K. If our assumptions regarding these risks and uncertainties are incorrect or change due to changes in our markets, or if we do not address these risks successfully, our operating and financial results may differ materially from our expectations and our business may suffer.

***We have a history of operating losses and may not achieve or sustain profitability on a GAAP basis in the future.***

We began operations in late 2011 and have experienced net losses since inception. We generated net losses attributable to nCino of \$40.5 million, \$49.4 million, and \$102.7 million for the fiscal years ended January 31, 2021, 2022, and 2023, respectively. Our net loss includes the results of operations of SimpleNexus from the date of acquisition on January 7, 2022. We had an accumulated deficit of \$310.3 million at January 31, 2023. Even if we become profitable on a GAAP basis, we may not be able to maintain or increase our level of profitability. We intend to continue to support further growth and extend the functionality of our solutions in future periods. We will also face increased costs associated with growth and the expansion of our customer base and have seen increased costs in being a public company. Our efforts to grow our business may be more costly than we expect, and we may not be able to increase our revenues enough to offset our increased operating expenses. We expect to incur losses on a GAAP basis for the foreseeable future as we continue to invest in product development, and we cannot predict whether or when we will achieve or sustain profitability on a GAAP basis. If we are unable to achieve and sustain profitability, the value of our business and common stock may significantly decrease.

***If we are unable to attract new customers or continue to broaden our existing customers' use of our solutions, our revenue growth will be adversely affected.***

To increase our revenues, we will need to continue to attract new customers and succeed in having our current customers expand the use of our solutions across their institution. For example, our revenue growth strategy includes increased penetration of markets outside the U.S. as well as selling our retail applications to existing and new customers, and failure in either respect would adversely affect our revenue growth. In addition, for us to maintain or improve our results of operations, it is important that our customers renew their subscriptions with us on the same or more favorable terms to us when their existing subscription term expires. Our revenue growth rates may decline or fluctuate as a result of a number of factors, including customer spending levels, customer dissatisfaction with our solutions, decreases in the number of users at our customers, changes in the type and size of our customers, pricing changes, competitive conditions, the loss of our customers to other companies, and general economic conditions. Our customers may also require fewer subscriptions for our solutions as their use may enable them to operate more efficiently over time. Therefore, we cannot assure you that our current customers will renew or expand their use of our solutions. If we are unable to sign new customers or retain or attract new business from current customers, our business and results of operations may be materially and adversely affected.

***If the market for cloud-based banking technology develops more slowly than we expect or changes in a way that we fail to anticipate, our sales would suffer and our results of operations would be adversely affected.***

Use of, and reliance on, cloud-based banking technology is still at an early stage and we do not know whether FIs will continue to adopt cloud-based banking technology such as the nCino Bank Operating System in the future, or whether the market will change in ways we do not anticipate. Many FIs have invested substantial personnel and financial resources in legacy software, and these FIs may be reluctant, unwilling, or unable to convert from their existing systems to our solutions. Furthermore, these FIs may be reluctant, unwilling, or unable to use cloud-based banking technology due to various concerns such as the security of their data and reliability of the delivery model. These concerns or other considerations may cause FIs to choose not to adopt cloud-based banking technology such as ours or to adopt them more slowly than we anticipate, either of which would adversely affect us. Our future success also depends on our ability to sell additional applications and functionality, such as nIQ and SimpleNexus, to our current and prospective customers. As we create new applications and enhance our existing solutions, these applications and enhancements may not be attractive to customers. In addition, promoting and selling new and enhanced functionality may require increasingly costly sales and marketing efforts and if customers choose not to adopt this functionality, our business and results of operations could suffer. If FIs are unwilling or unable to transition from their legacy systems, or if the demand for our solutions does not meet our expectations, our results of operations and financial condition will be adversely affected.

***We may not be able to sustain our revenue growth rate in the future.***

Our revenues increased from \$204.3 million for fiscal 2021 to \$273.9 million for fiscal 2022 to \$408.3 million for fiscal 2023. Our revenues include the revenues of SimpleNexus from the date of acquisition on January 7, 2022. We may not be able to sustain revenue growth consistent with our recent history, if at all. Our revenue growth in recent periods may not be indicative of our future performance. Furthermore, to the extent we grow in future periods, maintaining consistent rates of revenue growth may be difficult. Our revenue growth may also slow or even reverse in future periods due to a number of factors, which may include slowing demand for our solutions, our ability to successfully sell and implement new applications, such as our retail applications, increasing competition, decreasing growth of our overall market, our inability to attract and retain a sufficient number of FI customers, concerns over data security, our failure, for any reason, to capitalize on growth opportunities, or general economic conditions. If we are unable to maintain consistent revenue growth, the price of our common stock could decline or otherwise be volatile and it may be difficult for us to achieve and maintain profitability.

***Our quarterly results may fluctuate significantly and may not fully reflect the underlying performance of our business.***

Our quarterly results of operations, including the levels of our revenues, gross margin, profitability, cash flow, and deferred revenue, may vary significantly in the future and, accordingly, period-to-period comparisons of our results of operations may not be meaningful. Thus, the results of any one quarter should not be relied upon as an indication of future performance. Our quarterly financial results may fluctuate as a result of a variety of factors, many of which are outside of our control, and may not fully or accurately reflect the underlying performance of our business. For example, purchases of our Paycheck Protection Program ("PPP") solution during the COVID pandemic may have had the effect of accelerating demand that might have otherwise materialized as new business in later periods as well as accelerating the activation of the licenses and recognition of subscription revenues associated with the PPP solution. Further, while subscriptions with our customers generally include multi-year non-cancellable terms, in a limited number of contracts, customers have an option to buy out of the contract for a specified termination fee. If such customers exercise this buy-out option, or if we negotiate an early termination of a contract at a customer's request, any termination fee would be recognized in full at the time of termination, which would favorably affect subscription revenues in that period and unfavorably affect subscription revenues in subsequent periods. Fluctuation in quarterly results may negatively impact the value of our common stock. Factors that may cause fluctuations in our quarterly financial results include, without limitation, those listed below:

- our ability to retain current customers or attract new customers;
- the activation, delay in activation, or cancellation of large blocks of users by customers;
- the timing of recognition of professional services revenues;
- the amount and timing of operating expenses related to the maintenance and expansion of our business, operations, and infrastructure;

- acquisitions of our customers, to the extent the acquirer elects not to continue using our solutions or reduces subscriptions to our solutions;
- significant disruptions or distress in the FI industry;
- customer renewal rates;
- increases or decreases in the number of users licensed or pricing changes upon renewals of customer contracts;
- network outages or security breaches;
- general economic, industry, and market conditions;
- changes in our pricing policies or those of our competitors;
- seasonal variations in sales of our solutions, which have historically been highest in the fourth quarter of our fiscal year;
- the timing and amount of litigation and litigation-related expenses;
- the timing and success of new product introductions by us or our competitors or any other change in the competitive dynamics of our industry, including consolidation among competitors, customers, or strategic partners; and
- the timing of expenses related to the development or acquisition of technologies or businesses and potential future charges for impairment of goodwill or intangible assets from acquired companies.

***We may not accurately predict the long-term rate of customer subscription renewals or adoption of our solutions, or any resulting impact on our revenues or operating results.***

Our customers have no obligation to renew their subscriptions for our solutions after the expiration of the initial or current subscription term, and our customers, if they choose to renew at all, may renew for fewer users or on less favorable pricing terms. The average initial term of our customer agreements is three to five years for the nCino Bank Operating System and one to three years for SimpleNexus. We have a limited operating history at the current scale of our business with respect to rates of customer subscription renewals and cannot be certain of anticipated renewal rates. Our renewal rates may decline or fluctuate as a result of a number of factors, including our customers' satisfaction with our pricing or our solutions or their ability to continue their operations or spending levels. If our customers do not renew their subscriptions for our solutions on similar pricing terms, our revenues may decline and our business could suffer.

Additionally, as the markets for our solutions develop, we may be unable to attract new customers based on the same subscription model we have used historically. Moreover, large or influential FI customers may demand more favorable pricing or other contract terms from us. As a result, we may in the future be required to change our pricing model, reduce our prices, or accept other unfavorable contract terms, any of which could adversely affect our revenues, gross margin, profitability, financial position, and/or cash flow.

***A breach of our security measures or those we rely on could result in unauthorized access to customer or their clients' data, which may materially and adversely impact our reputation, business, and results of operations.***

Certain elements of our solutions, particularly our analytics applications, process and store personally identifiable information ("PII") such as banking and personal information of our customers' clients, and we may also have access to PII during various stages of the implementation process or during the course of providing customer support. Furthermore, as we develop or acquire additional functionality, such as SimpleNexus, we may gain greater access to PII. We maintain policies, procedures, and technological safeguards designed to protect the confidentiality, integrity, and availability of this information and our information technology systems. However, we and our third party service providers, frequently defend against and respond to data security incidents. We cannot entirely eliminate the risk of improper or unauthorized access to or disclosure of PII or other security events that impact the integrity or availability of PII or our systems and operations, or the related costs we may incur to mitigate the consequences from such events. Further, our products are flexible and complex software solutions and

there is a risk that configurations of, or defects in, our solutions or errors in implementation could create vulnerabilities to security breaches. There may be continued unlawful attempts to disrupt or gain access to our information technology systems or the PII or other data of our customers or their clients that may disrupt our or our customers' operations. In addition, because we leverage third-party providers, including cloud, software, data center, and other critical technology vendors to deliver our solutions to our customers and their clients, we rely heavily on the data security technology practices and policies adopted by these third-party providers. A vulnerability in a third-party provider's software or systems, a failure of our third-party providers' safeguards, policies or procedures, or a breach of a third-party provider's software or systems could result in the compromise of the confidentiality, integrity, or availability of our systems or the data housed in our solutions.

Cyberattacks and other malicious internet-based activity continue to increase and evolve, and cloud-based providers of products and services have been and are expected to continue to be targeted. In addition to traditional computer "hackers," malicious code (such as viruses and worms), phishing, employee theft or misuse, and denial-of-service attacks, sophisticated criminal networks as well as nation-state and nation-state supported actors now engage in attacks, including advanced persistent threat intrusions. Current or future criminal capabilities, discovery of existing or new vulnerabilities, and attempts to exploit those vulnerabilities or other developments, may compromise or breach our systems or solutions. In the event our or our third-party providers' protection efforts are unsuccessful and our systems or solutions are compromised, we could suffer substantial harm. A security breach could result in operational disruptions, loss, compromise or corruption of customer or client data or data we rely on to provide our solutions, including our analytics initiatives and offerings that impair our ability to provide our solutions and meet our customers' requirements resulting in decreased revenues and otherwise materially negatively impacting our financial results. Also, our reputation could suffer irreparable harm, causing our current and prospective customers to decline to use our solutions in the future. Further, we could be forced to expend significant financial and operational resources in response to a security breach, including repairing system damage, increasing security protection costs by deploying additional personnel and protection technologies, and defending against and resolving legal and regulatory claims, all of which could be costly and divert resources and the attention of our management and key personnel away from our business operations.

Federal and state regulations may require us or our customers to notify individuals of data security incidents involving certain types of personal data or information technology systems, and those laws and regulations continue to evolve to add more reporting requirements on faster timelines. Security compromises experienced by others in our industry, our customers, or us may lead to public disclosures and widespread negative publicity. Any security compromise in our industry, whether actual or perceived, could erode customer confidence in the effectiveness of our security measures, negatively impact our ability to attract new customers, cause existing customers to elect not to renew or expand their use of our solutions, or subject us to third-party lawsuits, regulatory fines, or other actions or liabilities, which could materially and adversely affect our business and results of operations.

In addition, some of our customers contractually require notification of data security compromises and include representations and warranties in their contracts with us that our solutions comply with certain legal and technical standards related to data security and privacy and meets certain service levels. In certain of our contracts, a data security compromise or operational disruption impacting us or one of our critical vendors, or system unavailability or damage due to other circumstances, may constitute a material breach and give rise to a customer's right to terminate their contract with us. In these circumstances, it may be difficult or impossible to cure such a breach in order to prevent customers from potentially terminating their contracts with us. Furthermore, although our customer contracts typically include limitations on our potential liability, there can be no assurance that such limitations of liability would be adequate. We also cannot be sure that our existing general liability insurance coverage and coverage for errors or omissions will be available on acceptable terms or will be available in sufficient amounts to cover one or more claims, or that our insurers will not deny or attempt to deny coverage as to any future claim. The successful assertion of one or more claims against us, the inadequacy or denial of coverage under our insurance policies, litigation to pursue claims under our policies, or the occurrence of changes in our insurance policies, including premium increases or the imposition of large deductible or coinsurance requirements, could materially and adversely affect our business and results of operations.

***Fundamental elements of the nCino Bank Operating System are built on the Salesforce Platform and we rely on our agreement with Salesforce to provide this solution to our customers.***

Fundamental elements of the nCino Bank Operating System, including our client onboarding, loan origination, and deposit account opening applications, are built on the Salesforce Platform and we rely on the Salesforce Agreement to use the Salesforce Platform in conjunction with this solution, including for hosting infrastructure and data center operations. Any termination of our relationship with Salesforce would result in a materially adverse impact on our business model.

The Salesforce Agreement expires on June 19, 2027, unless earlier terminated by either party in the event of the other party's material breach, bankruptcy, change in control in favor of a direct competitor, or intellectual property infringement, and automatically renews for additional one-year periods thereafter unless notice of non-renewal is provided. If we are unable to renew our agreement with Salesforce, there would be, absent a termination for cause, a wind-down period during which existing customers would be able to continue using the nCino Bank Operating System in conjunction with the Salesforce Platform, but we would be unable to provide this solution to new customers and could be limited in our ability to allow current customers to add additional users. In addition, if we are unable to renew our agreement with Salesforce, our customers would need to obtain a separate subscription from Salesforce in order to access the nCino Bank Operating System. This could cause a significant delay in the time required to enter into agreements with customers, place us and our customers at a disadvantage in negotiating with Salesforce, and lead customers not to renew or enter into agreements with us. We also cannot assure you that the pricing or other terms in any renewal with Salesforce would be favorable to us, and if not, our business and operating results may be materially and adversely affected.

In addition, Salesforce has the right to terminate its agreement with us in certain circumstances, including in the event of a material breach of the Salesforce Agreement by us. If Salesforce terminates our agreement for cause, it would not be required to provide the wind-down period described above. We are also required to indemnify Salesforce for claims made against Salesforce by a third party alleging that the nCino Bank Operating System infringes the intellectual property rights of such third party.

An expiration or termination of the Salesforce Agreement would cause us to incur significant time and expense to acquire rights to, or develop, a replacement solution and we may not be successful in these efforts, which could cause the nCino Bank Operating System to become obsolete. Even if we were to successfully acquire or develop a replacement solution, some customers may decide not to adopt such solution and may, as a result, decide to use a different product. If we were unsuccessful in acquiring or developing a replacement solution or acquire or develop a replacement solution that our customers do not adopt, our business, results of operations, and brand would be materially and adversely affected.

Furthermore, there are no exclusivity arrangements in place with Salesforce that would prevent them from developing their own offerings that compete directly with ours, acquiring a company with offerings similar to ours, or investing greater resources in our competitors. While we believe our relationship with Salesforce is strong, Salesforce competing with us could materially and adversely affect our business and results of operations.

***Privacy and data security concerns, data collection and transfer restrictions and related domestic or foreign regulations may limit the use and adoption of our solutions and adversely affect our business and results of operations.***

Personal privacy, information security, and data protection are significant issues in the U.S., the European Union ("EU"), and a number of other jurisdictions where we offer our solutions. The regulatory framework governing the collection, processing, storage, and use of certain information, particularly financial and other PII, is rapidly evolving. Any failure or perceived failure by us to comply with applicable privacy, security, or data protection laws, regulations, or industry standards may materially and adversely affect our business and results of operations.

We expect that there will continue to be new proposed and adopted laws, regulations, and industry standards concerning privacy, data protection, and information security in the U.S., the EU, and other jurisdictions in which we operate. For instance, the California Consumer Privacy Act (the "CCPA") became effective on January 1, 2020. The CCPA gives California residents expanded rights to access and delete their personal information, receive detailed information about how their personal information is used and shared by requiring covered companies to provide new disclosures to California consumers (as that term is broadly defined), and provide such consumers rights to opt-out of certain sales of personal information. The CCPA provides for potential civil penalties for violations, as well as a private right of action for data breaches that is expected to increase data breach litigation. Although the CCPA's implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future, the CCPA may increase our compliance costs and potential legal privacy and cybersecurity risks. The California Privacy Rights Act (the "CPRA"), which expands the CCPA, passed in November 2020 and went into effect on January 1, 2023, potentially requiring still to be determined additional compliance investment and potential business process changes. Among other things, the CPRA imposes additional data protection obligations on companies doing business in California, including additional consumer rights processes, limitations on data uses, new audit requirements for higher risk data, and opt outs for certain uses of sensitive data. It has also created a new California data protection agency authorized to issue substantive regulations which could result in increased privacy and information security enforcement. Following the CPRA, Virginia (effective January 1, 2023), Colorado (effective July 1, 2023), Connecticut (effective July 1, 2023), and Utah (effective December 1, 2023) have enacted similar, but not completely consistent, comprehensive privacy legislation that go into effect throughout 2023. Many other states are considering similar

legislation in addition to the consideration of comprehensive privacy legislation at the federal level. If passed, such laws will require additional resources to ensure compliance, and may have potentially conflicting requirements that would make compliance challenging.

Similarly, the European Economic Area (the "EEA") (comprised of the EU Member States and Iceland, Liechtenstein and Norway) adopted the General Data Protection Regulation (2016/679) (the "EU GDPR") in May 2018 and the UK implemented the EU GDPR by virtue of section 3 of the European Union (Withdrawal) Act 2018 (known as the "UK GDPR", and together with the "EU GDPR", the "GDPR"). The GDPR imposes a number of obligations on controllers, including, among others: (i) accountability and transparency requirements which require controllers to demonstrate and record compliance with the GDPR and to provide more detailed information to data subjects regarding processing; (ii) enhanced requirements for obtaining valid consent; (iii) obligations to consider data protection as any new products or services are developed and to limit the amount of personal data processed; (iv) obligations to comply with data protection rights of data subjects including a right of access to and rectification of personal data, a right to obtain restriction of processing or to object to processing of personal data and a right to ask for a copy of personal data to be provided to a third party in a useable format and erasing personal data in certain circumstances; (v) obligations to implement appropriate technical and organizational security measures to safeguard personal data; and (vi) obligations to report certain personal data breaches to the relevant supervisory authority without undue delay (and no later than 72 hours where feasible).

In addition, the EU GDPR prohibits the international transfer of personal data from the EEA to countries outside of the EEA unless made to a country deemed to have adequate data privacy laws by the European Commission or a data transfer mechanism in accordance with the EU GDPR has been put in place. In July 2020, the Court of Justice of the European Union (the "CJEU") in its Schrems II ruling invalidated the EU-U.S. Privacy Shield framework, a self-certification mechanism that facilitated the lawful transfer of personal data from the EEA to the U.S., with immediate effect. The CJEU upheld the validity of standard contractual clauses ("SCCs") as a legal mechanism to transfer personal data but companies relying on SCCs will need to carry out a transfer privacy impact assessment which, among other things, assesses laws governing access to personal data in the recipient country and considers whether supplementary measures that provide privacy protections additional to those provided under SCCs will need to be implemented to ensure an 'essentially equivalent' level of data protection to that afforded in the EEA. The EU and U.S. governments have recently advanced the EU-U.S. Data Privacy Framework to foster EU-to-U.S. data transfers and address the concerns raised in the aforementioned CJEU decision, but it is uncertain whether this framework will be overturned in court like the previous two EU-U.S. bilateral cross-border transfer mechanism to replace the EU-US Privacy Shield framework. The UK GDPR imposes similar restrictions on transfers of personal data from the UK to jurisdictions that the UK does not consider adequate. This may have implications for our cross-border data flows and may result in additional compliance costs.

The GDPR also introduces fines of up to €20 million (under the EU GDPR) or £17.5 million (under the UK GDPR) or up to 4% of the annual global revenue of the noncompliant company, whichever is greater, for serious violations of certain of the GDPR's requirements. The GDPR identifies a list of points to consider when determining the level of fines to impose (including the nature, gravity and duration of the infringement). Data subjects also have a right to compensation for financial or non-financial losses (e.g., distress). Complying with the GDPR may cause us to incur substantial operational and compliance costs or require us to change our business practices. Despite our efforts to bring practices into compliance with the GDPR, we may not be successful either due to internal or external factors such as resource allocation limitations or a lack of vendor cooperation. Non-compliance could result in proceedings against us by governmental entities, regulators, customers, data subjects, suppliers, vendors or other parties. Further, there is a risk that the measures will not be implemented correctly or that individuals within the business will not be fully compliant with the new procedures. If there are breaches of these measures, we could face significant administrative and monetary sanctions as well as reputational damage which may have a material adverse effect on our operations, financial condition and prospects.

The E.U. has also proposed the draft ePrivacy Regulation which, once finalized and in effect, will replace both the ePrivacy Directive and all the national laws implementing this Directive. The ePrivacy Regulation, as proposed in its current form, would impose strict opt-in marketing rules, change rules about the use of cookies, web beacons, and related technologies, and significantly increase penalties for violations. It would also retain the additional consent standards as required under the EU GDPR. Such regulations may have a negative effect on businesses, including ours, that collect, process, and use personal data in the EU and UK, including online usage information for consumer acquisition and marketing and may increase the potential civil liability and cost of operating a business that collects, processes, or uses such information and undertakes online marketing.

We cannot yet fully determine the impact these or future laws, rules, and regulations may have on our business or operations. Any such laws, rules, and regulations may be inconsistent among different jurisdictions, subject to differing interpretations or may conflict with our current or future practices. Additionally, we may be bound by contractual requirements

applicable to our collection, use, processing, and disclosure of various types of information including financial and PII, and may be bound by, or voluntarily comply with, self-regulatory or other industry standards relating to these matters that may further change as laws, rules, and regulations evolve.

Any failure or perceived failure by us, or any third parties with which we do business, to comply with these laws, rules, and regulations, or with other obligations to which we or such third parties are or may become subject, may result in actions or other claims against us by governmental entities or private actors, the expenditure of substantial costs, time, and other resources, or the incurrence of fines, penalties, or other liabilities. In addition, any such action, particularly to the extent we were found to be guilty of violations or otherwise liable for damages, would damage our reputation and adversely affect our business and results of operations.

***Because we recognize subscription revenues over the term of the contract, downturns or upturns in our business may not be reflected in our results of operations until future periods.***

We generally recognize subscription revenues ratably over the terms of our customer contracts. Most of the subscription revenues we report each quarter are derived from the recognition of deferred revenue relating to subscriptions activated in previous quarters. Consequently, a reduction in activated subscriptions in any single quarter may only have a small impact on our subscription revenues for that quarter. However, such a decline will negatively affect our subscription revenues in future quarters. Accordingly, the effect of significant downturns in sales or market acceptance of our solutions may not be reflected in our results of operations until future periods.

***The markets in which we participate are intensely competitive and highly fragmented, and pricing pressure, new technologies or other competitive dynamics could adversely affect our business and results of operations.***

We currently compete with providers of technology and services in the financial services industry, primarily point solution vendors that focus on building functionality that competes with specific components of our solutions. From time to time, we also compete with systems internally developed by FIs. Many of our competitors have significantly more financial, technical, marketing and other resources than we have, may devote greater resources to the development, promotion, sale and support of their systems than we can, have more extensive customer bases and broader customer relationships than we have and have longer operating histories and greater name recognition than we do.

We may also face competition from new companies entering our markets, which may include large established businesses that decide to develop, market or resell cloud-based banking technology, acquire one of our competitors or form a strategic alliance with one of our competitors or with Salesforce. In addition, new companies entering our markets may choose to offer cloud-based banking applications at little or no additional cost to the customer by bundling them with their existing applications, including adjacent banking technologies. Competition from these new entrants may make attracting new customers and retaining our current customers more difficult, which may adversely affect our results of operations.

If we are unable to compete in this environment, sales and renewals of the nCino Bank Operating System could decline and adversely affect our business and results of operations. With the introduction of new technologies and potential new entrants into the cloud-based banking technology market, we expect competition to intensify in the future, which could harm our ability to increase sales and achieve profitability.

***We depend on data centers operated by or on behalf of Salesforce, Amazon Web Services ("AWS"), and other third parties, and any disruption in the operation of these facilities could adversely affect our business and subject us to liability.***

Our solutions are primarily hosted in data centers operated by or on behalf of Salesforce, AWS, and other third parties and we do not control the operation of these data centers. Problems associated with these data centers could adversely affect the experience of our customers. Any disruptions or other operational performance problems with these data centers could result in material interruptions in our services, adversely affect our reputation and results of operations, and subject us to liability.

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

From time to time, we consider potential strategic transactions, including acquisitions of, or investments in, businesses, technologies, services, solutions, and other assets. For example, in fiscal 2022 we acquired SimpleNexus, our

largest acquisition to date. We also may enter into relationships with other businesses to expand our solutions, which could involve preferred or exclusive licenses, additional channels of distribution, discount pricing, or investments in other companies. Negotiating these transactions can be time-consuming, difficult, and expensive, and our ability to close these transactions may be subject to approvals that are beyond our control. For instance, we incurred significant costs in connection with the SimpleNexus acquisition. In addition, nCino has limited experience in acquiring other businesses. If an acquired business, including SimpleNexus, fails to meet our expectations, our operating results, business, and financial position may suffer. We may not be able to find and identify desirable acquisition targets, we may incorrectly estimate the value of an acquisition target, and we may not be successful in entering into an agreement with any particular target. If we are successful in acquiring additional businesses, such as SimpleNexus, we may not achieve the anticipated benefits from the acquired business due to a number of factors, including:

- our inability to integrate or benefit from acquired technologies or services;
- unanticipated costs or liabilities associated with the acquisition;
- incurrence of acquisition-related costs;
- difficulty integrating the technology, accounting systems, operations, control environments, and personnel of the acquired business and integrating the acquired business or its employees into our culture;
- difficulties and additional expenses associated with supporting legacy solutions and infrastructure of the acquired business;
- difficulty converting the customers of the acquired business to our solutions and contract terms, including disparities in terms;
- additional costs for the support or professional services model of the acquired company;
- diversion of management's attention and other resources;
- adverse effects to our existing business relationships with business partners and customers;
- the issuance of additional equity securities that could dilute the ownership interests of our stockholders;
- incurrence of debt on terms unfavorable to us or that we are unable to repay;
- incurrence of substantial liabilities;
- difficulties retaining key employees of the acquired business; and
- adverse tax consequences, substantial depreciation, or deferred compensation charges.

In addition, a significant portion of the purchase price of companies we acquire may be allocated to acquired goodwill and other intangible assets, which must be assessed for impairment at least annually. In the future, if our acquisitions do not yield expected returns, we may be required to take charges to our operating results based on this impairment assessment process, which could adversely affect our results of operations.

***Because one of our stockholders holds a substantial amount of our total outstanding common stock, the influence of our public stockholders over significant corporate actions is limited and sales by this stockholder could adversely affect the value of our common stock.***

Based on the total number of shares of our common stock outstanding as of January 31, 2023, entities affiliated with Insight Partners ("Insight Partners") holds approximately 35% of our total outstanding common stock. As a result, Insight Partners has the ability to influence the outcome of corporate actions requiring stockholder approval, including the election of directors, the approval of mergers, or other changes of corporate control, any of which may be in opposition to the best interests of our other stockholders and may adversely impact our results of operations and the value of our common stock. Sales of our common stock by Insight Partners could have an immediate and substantial adverse effect on the value of our common stock.

***Our customers are highly regulated and subject to a number of challenges and risks. Our failure to comply with laws and regulations applicable to us as a technology provider to FIs could adversely affect our business and results of operations, increase costs, and impose constraints on the way we conduct our business.***

Our customers and prospective customers are highly regulated and are generally required to comply with stringent regulations in connection with performing business functions that our solutions address. As a provider of technology to FIs, we have been, and expect to continue to be, examined on a periodic basis by various regulatory agencies and may be required to review certain of our suppliers and partners. In addition, while much of our operations are not directly subject to the same regulations applicable to FIs, we are generally obligated to our customers to provide software solutions and maintain internal systems and processes that comply with certain federal and state regulations applicable to them. For example, as a result of obligations under some of our customer contracts, we are required to comply with certain provisions of the Gramm-Leach-Bliley Act related to the privacy of consumer information and may be subject to other privacy and data security laws because of the solutions we provide to FIs. Matters subject to review and examination by federal and state FI regulatory agencies and external auditors include our internal information technology controls in connection with our performance of data processing services, the agreements giving rise to those processing activities, and the design of our solutions. Any inability to satisfy these examinations and maintain compliance with applicable regulations could adversely affect our ability to conduct our business, including attracting and maintaining customers. If we have to make changes to our internal processes and solutions as result of these regulations, we could be required to invest substantial additional time and funds and divert time and resources from other corporate purposes to remedy any identified deficiency.

The evolving, complex, and often unpredictable regulatory environment in which our customers operate could result in our failure to provide compliant solutions, which could result in customers not purchasing our solutions or terminating their contracts with us or the imposition of fines or other liabilities for which we may be responsible. In addition, federal, state, and/or foreign agencies may attempt to further regulate our activities in the future which could adversely affect our business and results of operations.

***Any legal proceedings against us could adversely affect our operations and prospects, damage our reputation, and be costly and time-consuming to defend.***

We are presently subject to a putative class action civil suit involving alleged violations of antitrust laws and a purported stockholder derivative lawsuit alleging violation of fiduciary duties with the series of mergers in which we became the parent of nCino OpCo and SimpleNexus. We may, in the future, become subject, from time to time, to other legal proceedings and claims that arise in the ordinary course of business, such as claims brought by our customers in connection with commercial disputes or employment claims made by current or former employees. Legal proceedings might result in damages and harm to our operations and prospects, reputational damage, substantial costs, and may divert management's attention and resources, which might adversely impact our business, overall financial condition, and results of operations. Insurance might not cover such claims, might not provide sufficient payments to cover all the costs to resolve one or more such claims, and might not continue to be available on terms acceptable to us. Moreover, any negative impact to our reputation will not be adequately covered by any insurance recovery. A claim brought against us that is uninsured or underinsured could result in unanticipated costs, thereby reducing our results of operations and leading analysts or potential investors to reduce their expectations of our performance, which could reduce the value of our common stock.

***Our corporate culture has contributed to our success, and if we cannot maintain it as we grow, we could lose the innovation, creativity and teamwork fostered by our culture, and our business may be adversely affected.***

We believe our corporate culture is one of our fundamental strengths, as we believe it enables us to attract and retain top talent and deliver superior results for our customers. As we grow, we may find it difficult to preserve our corporate culture, which could reduce our ability to innovate and operate effectively. In turn, the failure to preserve our culture could negatively affect our ability to attract, recruit, integrate and retain employees, continue to perform at current levels and effectively execute our business strategy.

***We may encounter implementation challenges, including in situations in which we rely on SIs, which would materially and adversely affect our business and results of operations.***

We may face unexpected challenges related to the complexity of our customers' implementation and configuration requirements. Implementation of our solutions may be delayed or expenses may increase when customers have unexpected data, software, or technology challenges, or unanticipated business requirements, which could adversely affect our relationship with customers and our operating results. In general, the revenues related to implementation and other professional services we

provide are recognized on a proportional performance basis, and delays and difficulties in these engagements could result in losses on these contracts. In addition, our customers often require complex acceptance testing related to the implementation of our solutions. We also leverage the services of SIs, including Accenture, Deloitte, PwC, and West Monroe Partners, among others, to implement and configure the nCino Bank Operating System for our larger FI customers, while we have historically performed professional services for smaller FIs ourselves. While SI partners generally contract directly with our customers, any failure or delay by the SI partners we work with in providing adequate service and support would likely adversely affect our brand and reputation. For implementations we conduct ourselves, project delays may result in recognizing revenues later than expected. Further, because we do not fully control our customers' implementation schedules, if our customers do not allocate the internal resources necessary to meet implementation timelines or if there are unanticipated implementation delays or difficulties, our ability to take customers live and the overall customer experience could be adversely affected. We rely on existing customers to act as references for prospective customers, and difficulties in implementation and configuration could therefore adversely affect our ability to attract new customers. Any difficulties or delays in implementation processes could cause customers to delay or forego future purchases of our solutions.

***We have experienced rapid growth, and if we fail to manage our growth effectively, we may be unable to execute our business plan, maintain high levels of service and customer satisfaction, or adequately address competitive challenges, any of which may materially and adversely affect our business and results of operations.***

Since our inception, our business has grown rapidly, which has resulted in a large increase in our employee headcount, expansion of our infrastructure, enhancement of our internal systems, and other significant changes and additional complexities. Our revenues increased from \$204.3 million for fiscal 2021 to \$273.9 million for fiscal 2022 to \$408.3 million for fiscal 2023. Our revenues include the revenues of SimpleNexus from the date of acquisition on January 7, 2022. Our total number of employees increased from 436 as of January 31, 2018 to 1,791 as of January 31, 2023. Managing and sustaining a growing workforce and customer base geographically-dispersed in the U.S. and internationally requires substantial management effort, infrastructure, and operational capabilities. To support our growth, we must continue to improve our management resources and our operational and financial controls and systems, and these improvements may increase our expenses more than anticipated and result in a more complex business. We also have to expand and enhance the capabilities of our sales, relationship management, implementation, customer service, research and development, and other personnel to support our growth and continue to achieve high levels of customer service and satisfaction. Our success depends on our ability to plan for and manage this growth effectively. If we fail to anticipate and manage our growth or are unable to continue to provide high levels of customer service, our reputation, as well as our business and results of operations, could be materially and adversely affected.

***Defects, errors, or other performance problems in our solutions could harm our reputation, result in significant costs to us, impair our ability to sell our solutions, and subject us to substantial liability.***

Our solutions are complex and may contain defects or errors when implemented or when new functionality is released. Despite extensive testing, from time to time we have discovered, and may in the future discover, defects or errors in our solutions. Any performance problems or defects in our solutions may materially and adversely affect our business and results of operations. Defects, errors, or other performance problems or disruptions in service to provide bug fixes or upgrades, whether in connection with day-to-day operations or otherwise, could be costly for us, damage our customers' businesses, and harm our reputation. In addition, if we have any such errors, defects, or other performance problems, our customers could seek to terminate their contracts, elect not to renew their subscriptions, delay or withhold payment, or make claims against us. Any of these actions could result in liability, lost business, increased insurance costs, difficulty in collecting accounts receivable, costly litigation, or adverse publicity. Errors, defects, or other problems could also result in reduced sales or a loss of, or delay in, the market acceptance of our solutions.

***If we fail to accurately anticipate and respond to rapid changes in the industry in which we operate, our ability to attract and retain customers could be impaired and our competitive position could be harmed.***

The financial services industry is subject to rapid change and the introduction of new technologies to meet the needs of this industry will continue to have a significant effect on competitive conditions in our market. If we are unable to successfully expand our product offerings beyond our current solutions, our customers could migrate to competitors who may offer a broader or more attractive range of products and services. For example, in fiscal 2022, we launched our Commercial Pricing and Profitability solution, powered by nIQ, and we may fail to achieve market acceptance of this offering. Unexpected delays in releasing new or enhanced versions of our solutions, or errors following their release, could result in loss of sales, delay in market acceptance, or customer claims against us, any of which could adversely affect our business. The success of any new solution depends on several factors, including timely completion, adequate quality testing, and market acceptance. We may

not be able to enhance aspects of our solutions successfully or introduce and gain market acceptance of new applications or improvements in a timely manner, or at all. Additionally, we must continually modify and enhance our solutions to keep pace with changes in software applications, database technology, and evolving technical standards and interfaces. Uncertainties related to our ability to introduce and improve functionality, announcements or introductions of a new or updated solution, or modifications by our competitors could adversely affect our business and results of operations.

***We leverage third-party software, content, and services for use with our solutions. Performance issues, errors and defects, or failure to successfully integrate or license necessary third-party software, content, or services, could cause delays, errors, or failures of our solutions, increases in our expenses, and reductions in our sales, which could materially and adversely affect our business and results of operations.***

We use software and content licensed from, and services provided by, a variety of third parties in connection with the operation of our solutions. Any performance issues, errors, bugs, or defects in third-party software, content, or services could result in errors or a failure of our solutions, which could adversely affect our business and results of operations. In the future, we might need to license other software, content, or services to enhance our solutions and meet evolving customer demands and requirements. Any limitations in our ability to use third-party software, content, or services could significantly increase our expenses and otherwise result in delays, a reduction in functionality, or errors or failures of our solutions until equivalent technology or content is either developed by us or, if available, identified, obtained through purchase or license, and integrated into our solutions. In addition, third-party licenses may expose us to increased risks, including risks associated with the integration of new technology, the diversion of resources from the development of our own proprietary technology, and our inability to generate revenues from new technology sufficient to offset associated acquisition and maintenance costs, all of which may increase our expenses and materially and adversely affect our business and results of operations.

***We may fail to successfully expand internationally. In addition, sales to customers outside the U.S. or with international operations expose us to risks inherent in international sales, which may include a marked increase in expenses.***

For the fiscal years ended January 31, 2022 and 2023, sales to customers outside the U.S. accounted for 15.9% and 15.1%, respectively, of our total revenues. Our revenues include the revenues of SimpleNexus from the date of acquisition on January 7, 2022. A key element of our growth strategy is to further expand our international operations and worldwide customer base. We have expended significant resources to build out our sales and professional services organizations outside of the U.S. and we may not realize a suitable return on this investment in the near future, if at all. We have limited operating experience in international markets, and we cannot assure you that our international expansion efforts will be successful. Our experience in the U.S. may not be relevant to our ability to expand in any international market.

Operating in international markets requires significant resources and management attention and subjects us to regulatory, economic, and political risks that are different from those in the U.S. Export control regulations in the U.S. may increasingly be implicated in our operations as we expand internationally. These regulations may limit the export of our solutions and provision of our solutions outside of the U.S., or may require export authorizations, including by license, a license exception, or other appropriate government authorizations, including annual or semi-annual reporting and the filing of an encryption registration. Changes in export or import laws, or corresponding sanctions, may delay the introduction and sale of our solutions in international markets, or, in some cases, prevent the export or import of our solutions to certain countries, regions, governments, persons, or entities altogether, which could adversely affect our business, financial condition, and results of operations.

We are also subject to various domestic and international anti-corruption laws, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, as well as other similar anti-bribery and anti-kickback laws and regulations. These laws and regulations generally prohibit companies and their employees and intermediaries from authorizing, offering, or providing improper payments or benefits to officials and other recipients for improper purposes. Although we take precautions to prevent violations of these laws, our exposure for violating these laws increases as our international presence expands and as we increase sales and operations in foreign jurisdictions.

In addition, we face risks in doing business internationally that could adversely affect our business, including:

- unanticipated costs;
- the need to localize and adapt our solutions for specific countries;
- complying with varying and sometimes conflicting data privacy laws and regulations;

- difficulties in staffing and managing foreign operations, including employment laws and regulations;
- unstable regional, economic, or political conditions;
- different pricing environments, longer sales cycles, and collections issues;
- new and different sources of competition;
- weaker protection for intellectual property and other legal rights than in the U.S. and practical difficulties in enforcing intellectual property and other rights outside of the U.S.;
- laws and business practices favoring local competitors;
- compliance challenges related to the complexity of multiple, conflicting, and changing governmental laws and regulations, including employment, tax, and anti-bribery laws and regulations;
- increased financial accounting and reporting burdens and complexities;
- restrictions on the transfer of funds; and
- adverse tax consequences.

Our international contracts often provide for payment denominated in local currencies, and the majority of our local costs are denominated in local currencies. Therefore, fluctuations in the value of the U.S. dollar and foreign currencies may impact our results of operations when translated into U.S. dollars. We do not currently engage in currency hedging activities to limit the risk of exchange rate fluctuations.

***The failure to attract and retain additional qualified personnel could prevent us from executing our business strategy.***

We must attract and retain highly qualified personnel. In particular, we are dependent upon the services of our senior leadership team, and the loss of any member of this team could adversely affect our business. Competition for executive officers, software developers, sales personnel, and other key employees in our industry is intense. In particular, we compete with many other companies for software developers with high levels of experience in designing, developing, and managing cloud-based software, as well as for skilled sales and operations professionals. Our principal operations are in Wilmington, North Carolina, where the pool of potential employees with the skills we need is more limited than it may be in larger markets, and we are sometimes required to induce prospective employees to relocate. Many of the companies with which we compete for experienced personnel have greater resources than we do. If we fail to attract new personnel or fail to retain and motivate our current personnel, our growth prospects could be severely harmed. In addition, job candidates and existing employees often consider the actual and potential value of the equity awards they receive as part of their overall compensation. Thus, if the perceived value or future value of our stock declines, our ability to attract and retain highly skilled employees may be adversely affected.

***Failure to effectively expand our sales capabilities could harm our ability to increase our customer base.***

Increasing our customer base and expanding customer adoption within and across business lines will depend, to a significant extent, on our ability to effectively expand our sales and marketing operations and activities. We plan to continue to expand our direct sales force both domestically and internationally for the foreseeable future. We believe that there is significant competition for experienced sales professionals with the sales skills and technical knowledge that we require. Newly hired employees require significant training and time before they achieve full productivity and they may not become as productive as quickly as we expect, if at all. Further, we may be unable to hire or retain sufficient numbers of qualified individuals in the future in the markets where we do business. Our business will be adversely affected if our sales expansion efforts do not generate a significant increase in revenues.

***If we fail to provide effective customer training on our solutions and high-quality customer support, our business and reputation would suffer.***

Effective customer training and high-quality, ongoing customer support are critical to the successful marketing, sale, and adoption of our solutions and for the renewal of existing customer contracts. As we grow our customer base, we will

need to further invest in and expand our customer support and training organization, which could strain our team and infrastructure and reduce profit margins. If we do not help our customers adopt our solutions, quickly resolve any post-implementation matters, and provide effective ongoing customer support and training, our ability to expand sales to existing and future customers and our reputation would be adversely affected.

***If we are unable to effectively integrate our solutions with other systems used by our customers, or if there are performance issues with such third-party systems, our solutions will not operate effectively and our business and reputation will be adversely affected.***

Our solutions integrate with other third-party systems used by our customers, including core processing systems. We do not have formal arrangements with many of these third-party providers regarding our access to their application program interfaces to enable these customer integrations. If we are unable to effectively integrate with third-party systems, our customers' operations may be disrupted, which may result in disputes with customers, negatively impact customer satisfaction and harm our business. If the software of such third-party providers has performance or other problems, such issues may reflect poorly on us and the adoption and renewal of our solutions, and our business and reputation may be harmed.

***Our sales cycle can be unpredictable, time-consuming and costly.***

Our sales process involves educating prospective customers and existing customers about the benefits and technical capabilities of our solutions. Prospective customers often undertake a prolonged evaluation process, which typically involves not only our solutions, but also those of our competitors. Our sales cycles are typically lengthy, generally ranging from six to nine months for smaller FIs and 12 to 18 months or more for larger FIs. We may spend substantial time, effort and money on our sales and marketing efforts without any assurance that our efforts will produce any sales. Events affecting our customers' businesses may occur during the sales cycle that could affect the size or timing of a purchase, contributing to more unpredictability in our business and results of operations. As a result of these factors, we may face greater costs, longer sales cycles and less predictability in the future.

***Failure to protect our proprietary technology and intellectual property rights could adversely affect our business and results of operations.***

Our future success and competitive position depend in part on our ability to protect our intellectual property and proprietary technologies. To safeguard these rights, we rely on a combination of patent, trademark, copyright, and trade secret laws and contractual protections in the U.S. and other jurisdictions, all of which provide only limited protection and may not now or in the future provide us with a competitive advantage.

As of January 31, 2023, we had 12 issued patents and one patent application pending relating to the nCino Bank Operating System in the U.S. We cannot assure you that any patents will issue from any patent applications, that patents that may be issued from such applications will give us the protection we seek or that any such patents will not be challenged, invalidated, or circumvented. Any patents that may issue in the future from our pending or future patent applications may not provide sufficiently broad protection and may not be enforceable in actions against alleged infringers. We have registered the "nCino" name and logo in the U.S. and certain other countries and we have registrations and/or pending applications for additional marks including "nIQ" in the U.S. and certain other countries. However, we cannot assure you that any future trademark registrations will be issued for pending or future applications or that any registered trademarks will be enforceable or provide adequate protection of our proprietary rights. We also license software from third parties for integration into our solutions, including open source software and other software available on commercially reasonable terms. We cannot assure you that such third parties will maintain such software or continue to make it available. We also rely on confidentiality agreements, consulting agreements, work-for-hire agreements, and invention assignment agreements with our employees, consultants, and others.

Despite our efforts to protect our proprietary technology and trade secrets, unauthorized parties may attempt to misappropriate, reverse engineer, or otherwise obtain and use them. In addition, others may independently discover our trade secrets, in which case we would not be able to assert trade secret rights, or develop similar technologies and processes. Further, the contractual provisions that we enter into may not prevent unauthorized use or disclosure of our proprietary technology or intellectual property rights and may not provide an adequate remedy in the event of unauthorized use or disclosure of our proprietary technology or intellectual property rights. Moreover, policing unauthorized use of our technologies, trade secrets, and intellectual property is 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 U.S. and where mechanisms for enforcement of intellectual

property rights may be weak. We may be unable to determine the extent of any unauthorized use or infringement of our solutions, technologies, or intellectual property rights.

***We use “open source” software in our solutions, which may restrict how we use or distribute our solutions, require that we release the source code of certain software subject to open source licenses, or subject us to litigation or other actions that could adversely affect our business.***

We currently use in our solutions, and may use in the future, software that is licensed under “open source,” “free,” or other similar license, where the licensed software is made available to the general public on an “as-is” basis under the terms of a specific non-negotiable license. Some open source software licenses require that software subject to the license be made available to the public and that any modifications or derivative works based on the open source code be licensed in source code form under the same open source licenses. Although we monitor our use of open source software, we cannot assure you that all open source software is reviewed prior to use in our solutions, that our programmers have not incorporated open source software into our solutions, or that they will not do so in the future.

In addition, our solutions may incorporate third-party software under commercial licenses. We cannot be certain whether such third-party software incorporates open source software without our knowledge. In the past, companies that incorporate open source software into their products have faced claims alleging noncompliance with open source license terms or infringement or misappropriation of proprietary software. Therefore, we could be subject to suits by parties claiming noncompliance with open source licensing terms or infringement or misappropriation of proprietary software. Because few courts have interpreted open source licenses, the manner in which these licenses may be interpreted and enforced is subject to some uncertainty. There is a risk that open source software licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to market or provide our solutions. As a result of using open source software subject to such licenses, we could be required to release proprietary source code, pay damages, re-engineer our solutions, limit or discontinue sales, or take other remedial action, any of which could adversely affect our business.

***Assertions by third parties of infringement or other violations by us of their intellectual property rights, whether or not correct, could result in significant costs and adversely affect our business and results of operations.***

Patent and other intellectual property disputes are common in our industry. We may be subject to claims in the future alleging that we have misappropriated, misused, or infringed other parties’ intellectual property rights. Some companies, including certain of our competitors, own a larger number of patents, copyrights, and trademarks than we do, which they may use to assert claims against us. This disparity may also increase the risk that third parties may sue us for patent infringement and may limit our ability to counterclaim for patent infringement or settle through patent cross-licenses. In addition, future assertions of patent rights by third parties, and any resulting litigation, may involve patent holding companies, non-practicing entities, or other adverse patent owners who have no relevant product revenues and against whom our own patents may provide little or no deterrence or protection. Our solutions utilize third-party licensed software, and any failure to comply with the terms of one or more of these licenses could adversely affect our business. Third parties may also assert claims of intellectual property rights infringement against our customers, whom we are typically required to indemnify. As competition increases, claims of infringement, misappropriation, and other violations of intellectual property rights may increase. Any claim of infringement, misappropriation, or other violation of intellectual property rights by a third party, even those without merit, could cause us to incur substantial costs defending against the claim, could distract our management from our business, and could deter customers or potential customers from purchasing our solutions.

There can be no assurance that we will successfully defend third-party intellectual property claims. An adverse outcome of a dispute may require us to:

- pay substantial damages, including treble damages, if we are found to have willfully infringed a third party’s patents or copyrights;
- cease developing or selling any elements of our solutions that rely on technology that is alleged to infringe or misappropriate the intellectual property of others;
- enter into potentially unfavorable royalty or license agreements in order to obtain the right to use necessary technologies or intellectual property rights;
- expend additional development resources to attempt to redesign our solutions or otherwise develop non-infringing technology, which may not be successful; and

- indemnify our customers and other third parties.

Any license we may enter into as a result of litigation may be non-exclusive, and therefore our competitors may have access to the same technology licensed to us. Any of the foregoing events could adversely affect our business and results of operations.

***Our ability to raise capital in a timely manner if needed in the future may be limited, or such capital may be unavailable on acceptable terms, if at all. Our failure to raise capital if needed could adversely affect our business and results of operations, and any debt or equity issued to raise additional capital may reduce the value of our common stock.***

We have funded our operations since inception primarily through equity financings and receipts generated from customers. During our fiscal year 2023, we supplemented our liquidity with a revolving credit facility of up to \$50.0 million (the "Credit Facility"). As of January 31, 2023 we had \$30.0 million outstanding under our Credit Facility. We cannot be certain when or if our operations will generate sufficient cash to fund our ongoing operations or the growth of our business. We intend to continue to make investments to support our business and may require additional funds. Moreover, we do not expect to be profitable for the foreseeable future on a GAAP basis. Additional financing may not be available on favorable terms, if at all. If adequate funds are not available on acceptable terms, we may be unable to invest in future growth opportunities, which could adversely affect our business and results of operations. If we incur debt, including under the revolving line of credit, the lenders would have rights senior to holders of common stock to make claims on our assets, and the terms of any future debt could restrict our operations, and we may be unable to service or repay the debt. Furthermore, if we issue additional equity securities, stockholders may experience dilution, and the new equity securities could have rights senior to those of our common stock. Because our decision to issue securities in a future offering will depend on numerous considerations, including factors beyond our control, we cannot predict or estimate the impact any future incurrence of debt or issuance of equity securities will have on us. Any future incurrence of debt or issuance of equity securities could adversely affect the value of our common stock.

***Our ability to use our net operating loss carryforwards and certain other tax attributes may be limited.***

We have incurred substantial net operating losses ("NOLs"), during our history. U.S. federal and certain state NOLs generated in taxable years beginning after December 31, 2017 are not subject to expiration. Federal NOLs generally may not be carried back to prior taxable years except that, under the Coronavirus Aid, Relief and Economic Security (CARES) Act, federal NOLs generated in tax years 2018, 2019, and 2020 may be carried back to each of the five taxable years preceding the taxable year in which the loss arises. Additionally, for taxable years beginning after December 31, 2020, the deductibility of federal NOLs is limited to 80% of our taxable income in such taxable year. NOLs generated in tax years before 2018 may still be used to offset future taxable income without regard to the 80% limitation, although they have the potential to expire without being utilized if we do not achieve profitability in the future. However, under the rules of Sections 382 and 383 of the Internal Revenue Code of 1986, as amended (the "Code"), if a corporation undergoes an "ownership change," generally defined as a greater than 50% change (by value) in its equity ownership over a three-year period, the corporation's ability to use its NOLs, pre-change tax attributes and any net unrealized built-in losses to offset its post-change taxable income or taxes may be limited. The applicable rules generally operate by focusing on changes in ownership among stockholders considered by the rules as owning, directly or indirectly, 5% or more of the stock of a company, as well as changes in ownership arising from new issuances of stock by the company. The rules of Section 382 are regularly being evaluated to determine any potential limitations. If we experience one or more ownership changes as a result of future transactions in our stock, then we may be limited in our ability to use our NOL carryforwards, pre-change tax attributes or deductions to offset our future taxable income, if any.

***Amendments to existing tax laws, rules, or regulations, or enactment of new unfavorable tax laws, rules, or regulations could have an adverse effect on our business and operating results.***

The rules dealing with U.S. federal, state, and local income taxation are constantly under review by persons involved in the legislative process and by the Internal Revenue Service and the U.S. Treasury Department. Changes to tax laws (which changes may have retroactive application) could adversely affect us or holders of our common stock. In recent years, many such changes have been made and changes are likely to continue to occur in the future. For example, the Tax Cuts and Jobs Act was enacted in 2017 and made a number of significant changes to the current U.S. federal income tax rules, including reducing the generally applicable corporate tax rate from 35% to 21%, imposing additional limitations on the deductibility of interest, placing limits on the utilization of NOLs, and making substantial changes to the international tax rules. In addition, on March 27, 2020, the CARES Act was signed into law, which included certain changes in tax law intended to stimulate the U.S. economy in light of the COVID-19 pandemic, including temporary beneficial changes to the treatment of net operating losses, interest deductibility limitations, and payroll tax matters. Many of the provisions of the Tax Cuts and Jobs Act still require

guidance through the issuance and/or finalization of regulations by the U.S. Treasury Department in order to fully assess their effects, and there may be substantial delays before such regulations are promulgated and/or finalized, increasing the uncertainty as to the ultimate effects of the Tax Cuts and Jobs Act on us and our stockholders. There also may be technical corrections legislation or other legislative changes proposed with respect to the Tax Cuts and Jobs Act, the effects of which cannot be predicted and may be adverse to us or our stockholders.

### **Risks Relating to Ownership of Our Common Stock**

***The market price of our common stock may be volatile or may decline steeply or suddenly regardless of our operating performance and we may not be able to meet investor or analyst expectations and you may lose all or part of your investment.***

The market price of our common stock may fluctuate or decline significantly in response to numerous factors, many of which are beyond our control, including:

- variations between our actual operating results and the expectations of securities analysts, investors, and the financial community;
- any forward-looking financial or operating information we may provide to the public or securities analysts, any changes in this information, or our failure to meet expectations based on this information;
- actions of securities analysts who initiate or maintain coverage of us, changes in financial estimates by any securities analysts who follow us, or our failure to meet these estimates or the expectations of investors;
- additional shares of our common stock being sold into the market by us or our existing stockholders, or the anticipation of such sales;
- hedging activities by market participants;
- announcements by us or our competitors of significant products or features, technical innovations, acquisitions, strategic partnerships, joint ventures, or capital commitments;
- changes in operating performance and stock market valuations of companies in our industry, including our competitors;
- price and volume fluctuations in the overall stock market, including as a result of trends in the economy as a whole, including inflation and rising interest rates;
- lawsuits threatened or filed against us;
- developments in new legislation and pending lawsuits or regulatory actions, including interim or final rulings by judicial or regulatory bodies; and
- other events or factors, political conditions, election cycles, war or incidents of terrorism, or responses to these events.

In addition, extreme price and volume fluctuations in the stock markets have affected and continue to affect many technology companies' stock prices. Stock prices often fluctuate in ways unrelated or disproportionate to a company's operating performance. In the past, stockholders have filed securities class action litigation following periods of market volatility. If we were to become involved in securities litigation, it could subject us to substantial costs, divert resources and the attention of management from our business, and seriously harm our business.

Moreover, because of these fluctuations, comparing our operating results on a period-to-period basis may not be meaningful. You should not rely on our past results as an indication of our future performance. This variability and unpredictability could also result in our failing to meet the expectations of industry or financial analysts or investors for any period. If our revenues or operating results fall below the expectations of analysts or investors or below any forecasts we may provide to the market, or if the forecasts we provide to the market are below the expectations of analysts or investors, the price

of our common stock could decline substantially. Such a stock price decline could occur even when we have met any previously publicly stated revenue or earnings forecasts that we may provide.

***We do not intend to pay dividends for the foreseeable future and, as a result, your ability to achieve a return on your investment will depend on appreciation in the price of our common stock.***

We have never declared or paid any cash dividends on our common stock and do not intend to pay any cash dividends in the foreseeable future. We anticipate that we will retain all of our future earnings for use in the development of our business and for general corporate purposes. Any determination to pay dividends in the future will be at the discretion of our board of directors. Accordingly, investors must rely on sales of their common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investments.

***Future securities issuances could result in significant dilution to our stockholders and impair the market price of our common stock.***

Future issuances of shares of our common stock, or the perception that these sales may occur, could depress the market price of our common stock and result in dilution to existing holders of our common stock. Also, to the extent outstanding options to purchase shares of our common stock are exercised or options, restricted stock units, or other stock-based awards are issued or become vested, there will be further dilution. The amount of dilution could be substantial depending upon the size of the issuances or exercises. Furthermore, we may issue additional equity securities that could have rights senior to those of our common stock. As a result, purchasers of our common stock bear the risk that future issuances of debt or equity securities may reduce the value of our common stock and further dilute their ownership interest.

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

Our amended and restated certificate of incorporation and bylaws contain provisions that could depress the trading price of our common stock by acting to discourage, delay, or prevent a change of control of our company or changes in our management that the stockholders of our company may deem advantageous. These provisions include the following:

- establish a classified board of directors so that not all members of our board of directors are elected at one time;
- permit the board of directors to establish the number of directors and fill any vacancies and newly-created directorships;
- provide that directors may only be removed for cause;
- require super-majority voting to amend some provisions in our amended and restated certificate of incorporation and bylaws;
- authorize the issuance of “blank check” preferred stock that our board of directors could use to implement a stockholder rights plan;
- prohibit stockholders from calling special meetings of stockholders;
- prohibit stockholder action by written consent, which requires all stockholder actions to be taken at a meeting of our stockholders;
- provide that the board of directors is expressly authorized to make, alter, or repeal our bylaws;
- restrict the forum for certain litigation against us to Delaware; and
- establish advance notice requirements for nominations for election to our board of directors or for proposing matters that can be acted upon by stockholders at annual stockholder meetings.

Any provision of our amended and restated certificate of incorporation or bylaws or Delaware law that has the effect of delaying or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our common stock, and could also affect the price that some investors are willing to pay for our common stock.

***Our amended and restated certificate of incorporation designates a state or federal court located within the State of Delaware as the exclusive forum for substantially all disputes between us and our stockholders, 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 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 sole and exclusive forum for (1) any derivative action or proceeding brought on our behalf under Delaware law, (2) 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, (3) any action arising pursuant to any provision of the Delaware General Corporation Law ("DGCL"), our amended and restated certificate of incorporation or bylaws, (4) any other action asserting a claim that is governed by the internal affairs doctrine, or (5) any other action asserting an "internal corporate claim," as defined in Section 115 of the DGCL, 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. These exclusive-forum provisions do not apply to claims under the Securities Act or the Exchange Act.

To the extent that any such claims may be based upon federal law claims, Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder.

Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. However, our amended and restated certificate of incorporation contains a federal forum provision which provides that unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the United States of America will be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act.

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 amended and restated certificate of incorporation 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.

## **General Risks**

***Uncertain or weakened economic conditions, including inflation and rising interest rates and geopolitical uncertainties, may adversely affect our industry, business, and results of operations.***

Our overall performance depends on economic conditions, which may be challenging at various times in the future. Financial developments, monetary and other developments seemingly unrelated to us or our industry may adversely affect us. For example, the current rising interest rate environment in the U.S., undertaken as a means to manage inflation, has had an impact on the real estate market in the U.S. and specifically, the demand for mortgage and mortgage-related products and services, which has had a negative impact on our SimpleNexus business and may continue to adversely impact that business to the extent the rising interest rate environment persists.

Moreover, domestic and international economies have from time-to-time been impacted by falling demand for a variety of goods and services, tariffs and other trade issues, threatened sovereign defaults and ratings downgrades, restricted credit, threats to major multinational companies, poor liquidity, reduced corporate profitability, volatility in credit, equity and foreign exchange markets, bankruptcies, and overall uncertainty. We cannot predict the timing, strength, or duration of the current or any future potential economic slowdown in the U.S. or globally. These conditions affect the rate of technology spending generally and could adversely affect our customers' ability or willingness to purchase our solutions, delay prospective customers' purchasing decisions, reduce the value or duration of their subscriptions, or affect renewal rates, any of which could adversely affect our results of operations.

***Natural or man-made disasters and other similar events may significantly disrupt our business, and negatively impact our business, financial condition, and results of operations.***

A significant portion of our employee base, operating facilities, and infrastructure are centralized in Wilmington, North Carolina. Any of our facilities may be harmed or rendered inoperable by natural or man-made disasters, including hurricanes, tornadoes, wildfires, floods, earthquakes, nuclear disasters, acts of terrorism or other criminal activities, infectious disease outbreaks or pandemic events, power outages, and other infrastructure failures, which may render it difficult or impossible for us to operate our business for some period of time. Our facilities would likely be costly to repair or replace, and any such efforts would likely require substantial time. Any disruptions in our operations could adversely affect our business and results of operations and harm our reputation. Moreover, although we have disaster recovery plans, they may prove inadequate. We may not carry sufficient business insurance to compensate for losses that may occur. Any such losses or damages could have a material adverse effect on our business and results of operations. In addition, the facilities of our third-party providers, including Salesforce and AWS, may be harmed or rendered inoperable by such natural or man-made disasters, which may cause disruptions, difficulties, or otherwise materially and adversely affect our business.

***If securities or industry analysts either do not publish research about us or publish inaccurate or unfavorable research about us, our business, or our market, or if they change their recommendations regarding our common stock adversely, the trading price or trading volume of our common stock could decline.***

The trading market for our common stock is influenced in part by the research and reports that securities or industry analysts may publish about us, our business, our market, or our competitors. If one or more analysts initiate research with an unfavorable rating or downgrade our common stock, provide a more favorable recommendation about our competitors, or publish inaccurate or unfavorable research about our business, our common stock price would likely decline. If any analyst who covers us or may cover us were to cease coverage of us or fail to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause the trading price or trading volume of our common stock to decline.

***Failure to maintain the adequacy of internal controls over financial reporting may adversely affect investor confidence in our company and, as a result, the value of our common stock.***

We are required, pursuant to Section 404 of the Sarbanes-Oxley Act, to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting. On an annual basis, this assessment includes disclosure of any material weaknesses identified by our management in our internal controls over financial reporting. Our independent registered public accounting firm is required to annually attest to the effectiveness of our internal controls over financial reporting. We are required to disclose significant changes made in our internal controls procedure on a quarterly basis.

Our compliance with Section 404 has required, and will continue to require, that we incur substantial accounting expense and expend significant management efforts.

During the evaluation and testing process of our internal controls, if we identify one or more material weaknesses in our internal controls over financial reporting, we will be unable to assert that our internal controls over financial reporting are effective. We cannot assure you that there will not be material weaknesses or significant deficiencies in our internal controls over financial reporting in the future. Any failure to maintain internal controls over financial reporting could severely inhibit our ability to accurately report our financial condition and operating results. If we are unable to conclude that our internal controls over financial reporting are effective, or if our independent registered public accounting firm determines we have a material weakness or significant deficiency in our internal controls over financial reporting, we could lose investor confidence in the accuracy and completeness of our financial reports, the market price of our common stock could decline, and we could be subject to sanctions or investigations by the SEC or other regulatory authorities. Failure to remedy any material weakness in our internal controls over financial reporting, or to implement or maintain other effective control systems required of public companies, could also restrict our future access to the capital markets.

***Operating as a public company requires us to incur substantial costs and requires substantial management attention.***

As a public company, we have incurred and will continue to incur substantial legal, accounting, and other expenses that we did not incur as a private company. For example, we are subject to the reporting requirements of the Exchange Act, the applicable requirements of the Sarbanes-Oxley Act and the Dodd-Frank Wall Street Reform and Consumer Protection Act, the rules and regulations of the SEC, and the rules and regulations of The Nasdaq Global Select Market. As part of these requirements, we established and maintain effective disclosure and financial controls and make changes to our corporate

governance practices. Compliance with these requirements has and will continue to increase our legal and financial compliance costs and will make some activities more time-consuming.

Our management and other personnel divert attention from other business matters to devote substantial time to the reporting and other requirements of being a public company. In particular, we incur significant expense and devote substantial management effort to complying with the requirements of Section 404 of the Sarbanes-Oxley Act.

***The terms of our Credit Facility contain restrictive covenants that may limit our operating flexibility.***

On February 11, 2022, we entered into Credit Agreement by and among the Company, nCino OpCo, Inc., certain subsidiaries of the Company as guarantors, and Bank of America, N.A. as lender, pursuant to which we received access to a revolving Credit Facility of up to \$50.0 million. As of January 31, 2023, we had \$30.0 million outstanding under our Credit Facility. The Credit Facility contains affirmative and restrictive covenants that limit our operating ability including to, among other things, dispose of assets, merge with other companies, incur additional indebtedness and liens, engage in new businesses, acquire certain other companies and modify organizational documents. In addition, the Credit Facility is secured by substantially all of our personal property, and the Credit Facility requires us to satisfy certain covenants, including maintaining a minimum amount of liquidity under the Credit Facility. As a result of these restrictions, we will be limited as to how we conduct our business and we may be unable to raise additional debt or equity financing to compete effectively or to take advantage of new business opportunities. There is no guarantee that we will be able to meet our covenants or pay the principal and interest on any such debt. Furthermore, there is no guarantee that future working capital, borrowings or equity financing will be available to repay or refinance any such debt. Any inability to make scheduled payments, meet the financial or other covenants in our Credit Facility would adversely affect our business. Further, at any time, if we violate the terms of the Credit Facility or otherwise fail to meet our covenants, we may not be able to obtain a waiver from the lenders under satisfactory terms, if at all, which would limit our operating flexibility and/or liquidity and which would have an adverse effect on our business and prospects.

**Item 1B. Unresolved Staff Comments**

None.

**Item 2. Properties**

Our headquarters are located in Wilmington, North Carolina where we lease several facilities encompassing approximately 237,000 square feet plus a 648-space parking deck. The leases relating to approximately 180,000 square feet of those facilities plus an adjacent parking deck expire in October 2037, each with options to extend and a purchase option that expires if not exercised on or before November 30, 2026. We have additional domestic offices in the U.S. and international offices in the United Kingdom, Australia, Canada, Japan, Spain and France. All of our offices are leased, and we do not own any real property.

We believe our facilities are adequate for our current needs. We believe that we will be able to obtain additional space on commercially reasonable terms.

**Item 3. Legal Proceedings**

From time to time, the Company may become involved in legal proceedings or is subject to claims arising in the ordinary course of business including the following:

On February 23, 2021, the Company and certain of its officers and other employees were served with grand jury subpoenas wherein the Antitrust Division of the Department of Justice (the "DOJ") was seeking documents and information in connection with an investigation of the Company's hiring and wage practices under U.S. federal antitrust laws. On February 8, 2023, the DOJ informed the Company that the investigation is closed. No fines, sanctions, actions, or penalties were imposed or taken against the Company or its officers or other employees in connection with this matter, and the costs the Company was incurring cooperating with the investigation have now ceased.

On March 12, 2021, a putative class action complaint was filed in the United States District Court for the Eastern District of North Carolina (the "District Court"). The sole class representative in the suit is one individual alleging a contract, combination or conspiracy between and among the Company, Live Oak Bancshares, Inc. ("Live Oak") and Aplitude, Inc. ("Aplitude") not to solicit or hire each other's employees in violation of Section 1 of the Sherman Act and N.C. Gen Stat. §§

75-1 and 75-2. The complaint seeks treble damages and additional remedies, including restitution, disgorgement, reasonable attorneys' fees, the costs of the suit, and pre-judgment and post judgment interest. The complaint does not allege any specific damages. On November 23, 2021, the District Court approved preliminary settlements between the plaintiff and defendant Live Oak in the amount of approximately \$3.9 million, and unnamed party Apiture in the amount of approximately \$0.8 million. Although there can be no assurance with respect to the outcome of this matter, the Company believes the alleged claims are not meritorious and intends to defend itself vigorously.

On September 26, 2022, a purported stockholder of the Company filed a complaint in the Delaware Court of Chancery in connection with the series of mergers in which the Company became the parent of nCino OpCo and SimpleNexus. The complaint, captioned City of Hialeah Employees' Retirement System, Derivatively on Behalf of Nominal Defendants nCINO, INC. (f/k/a Penny HoldCo, Inc.) and nCINO OpCo, Inc. (f/k/a nCino, Inc.) v. INSIGHT VENTURE PARTNERS, LLC, et al., C.A. No. 2022-0846-MTZ, names as defendants, Insight Ventures Partners, LLC., Insight Holdings Group, LLC., the Company's directors and certain officers, along with nCino, Inc. and nCino OpCo, Inc. as nominal defendants, and alleges that the members of the board of directors, controlling stockholders, and officers violated their fiduciary duties in the course of negotiating and approving the series of mergers. The complaint alleges damages in an unspecified amount. Pursuant to the rights in its bylaws and Delaware law, the Company is advancing the costs incurred by the director and officer defendants in this action, and the defendants may assert indemnification rights in respect of an adverse judgment or settlement of the action, if any.

The Company does not presently believe the above matters will have a material adverse effect on its day-to-day operations or the quality of the services, products or innovation it continues to provide to its customers. However, regardless of the outcome, legal proceedings can have an adverse impact on us because of the related expenses, diversion of management resources, and other factors.

Given the uncertainty and preliminary stages of these matters, the Company is unable to estimate any possible loss or range of loss that may result.

**Item 4. Mine Safety Disclosures**

Not applicable.

## PART II

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

#### Market Information for Common Stock

Our common stock has been listed on The Nasdaq Global Select Market under the symbol “NCNO” since July 14, 2020. Prior to that date, there was no public trading market for our common stock.

#### Stockholders

As of January 31, 2023, there were 151 holders of record of our common stock. Because many of such shares are held by brokers and other institutions on behalf of stockholders, we are unable to estimate the total number of stockholders represented by these record holders.

#### Dividends Policy

We have never declared or paid cash dividends on our common 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. Our ability to pay cash dividends on our capital stock may be limited by any future debt instruments or preferred securities.

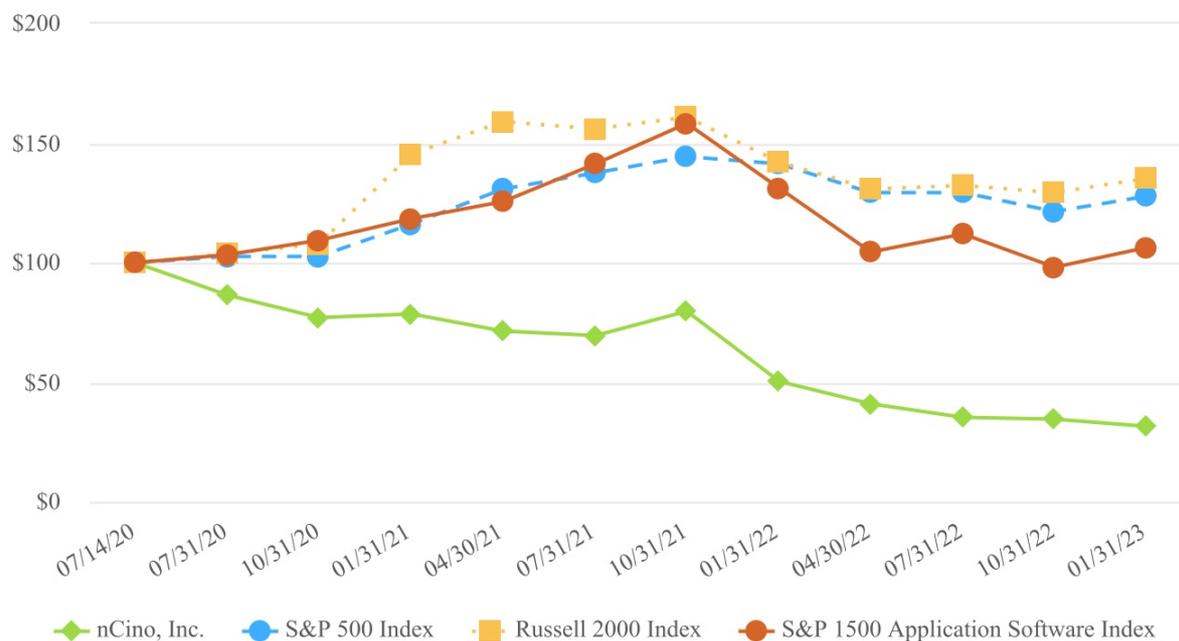
#### Stock Performance Graph

This 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 otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into any of our filings under the Securities Act or the Exchange Act.

The graph below compares the cumulative total return to our stockholders on our common stock between July 14, 2020 (the date our common stock commenced trading on the NASDAQ Global Select Market) through January 31, 2023 in comparison to the S&P 500 Index, the Russell 2000 Index, and the S&P 1500 Application Software Index. The graph assumes \$100 was invested in our common stock on July 14, 2020, the S&P 500 Index, the Russell 2000 Index, and the S&P 1500 Application Software Index and assumes the reinvestment of any dividends.

In fiscal 2023, we replaced the S&P 500 Index with the Russell 2000 Index as we believe that the market capitalization profile is more comparable to that of the Company. We will not include the previously used S&P 500 Index in our stock performance graph going forward.

#### Comparison of Cumulative Total Return of nCino, Inc.



#### Securities Authorized for Issuance under Equity Compensation Plans

See Part III, Item 12 “Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters” for more information regarding securities authorized for issuance.

#### Unregistered Sales of 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 of our financial condition and results of operations should be read together with our consolidated financial statements and related notes and other financial information included in this Annual Report on Form 10-K. The following discussion contains forward-looking statements that reflect our plans, estimates, and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this Annual Report on Form 10-K, particularly in the section titled “Risk Factors.” Our historical results are not necessarily indicative of the results that may be expected for any period in the future. Our fiscal year ends on January 31 of each year and references in this Annual Report on Form 10-K to a fiscal year mean the year in which that fiscal year ends. For example, references in this Annual Report on Form 10-K to “fiscal 2023” refer to the fiscal year ended January 31, 2023.*

*The following section of this Form 10-K discusses our financial condition and results of operations for fiscal 2023 and 2022 and year-to-year comparisons between fiscal 2023 and 2022. Discussions of fiscal 2021 items and year-to-year comparisons between fiscal 2022 and fiscal 2021 that are not included in this Form 10-K can be found in Part II, Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our Annual Report on Form 10-K for the fiscal year ended January 31, 2022, filed with the SEC on March 31, 2022.*

## Overview

nCino is the pioneer in cloud banking. Built by bankers for bankers, the nCino Bank Operating System is a single, multi-tenant software-as-a-service (SaaS) solution that helps financial institutions (“FI”) modernize, innovate and outperform. A leader in the global financial services technology industry, nCino is a proven partner that has helped more than 1,850 FIs of all sizes and complexities, including global, enterprise, regional and community banks; credit unions; new market entrants; and independent mortgage banks power distinctive experiences, drive growth efficiencies, and run with full integrity. With nCino, FIs can:

- digitally serve their clients across lines of business,
- improve financial results,
- elevate employee experience and performance,
- manage risk and compliance more effectively, and
- establish an active data, audit, and business intelligence hub.

nCino was originally founded in a bank to improve that FI’s operations and client service. After realizing that virtually all FIs were dealing with the same problems—cumbersome legacy technology, fragmented data, disconnected business functions, and a disengaged workforce made it difficult to maintain relevancy in their clients’ lives—we were spun out as a separate company in late 2011. This heritage is the foundation of our deep banking domain expertise, which differentiates us, continues to drive our strategy and makes us uniquely qualified to help FIs cross the modernization divide by providing a comprehensive solution that onboards clients, originates loans, and opens accounts on a single, cloud-based platform.

We initially focused the nCino Bank Operating System on transforming commercial and small business lending for community and regional banks in the United States (“U.S.”). We introduced this solution to enterprise banks in the U.S. in 2014, and then internationally in 2017, and have subsequently expanded across North America, Europe and Asia-Pacific (“APAC”). Throughout this market expansion, we broadened the nCino Bank Operating System by adding functionality for consumer lending, client onboarding, deposit account opening, analytics and AI/ML. In fiscal 2020, we acquired nCino Portfolio Analytics, LLC (formerly Visible Equity) and FinSuite as part of our strategy to build out our nIQ capabilities, and we established our nCino K.K. joint venture to facilitate our entry into the Japanese market. Additionally, in January 2022, we acquired SimpleNexus, which expanded our capabilities to the U.S. point-of-sale mortgage market.

We generally offer our solutions on a SaaS basis under multi-year contracts and recognize subscription revenues ratably over the term of the contract. Our customers may initially purchase one of our solutions for implementing a client onboarding, loan origination and/or deposit account opening application in a specific line of business within the FI, such as commercial, small business, consumer, or mortgage. The nCino Bank Operating System is designed to scale with our customers, and once our solution is deployed, we seek to have our customers expand adoption within and across lines of business. For fiscal 2023, we had a subscription revenue retention rate of 148%. See Item 7 of this Annual Report on Form 10-K, “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting Our Operating Results—Subscription Revenue Retention Rate” for additional information on subscription revenue retention rates.

We sell our solutions directly through our business development managers, account executives, field sales engineers, and customer success managers. Our sales efforts in the U.S. are organized around FIs based on size, whereas internationally we focus our sales efforts by geography. As of January 31, 2023, we had 267 sales and sales support personnel in the U.S., including SimpleNexus, and 77 sales and support personnel in offices outside the U.S.

To help customers go live with our solutions, we offer professional services including configuration and implementation, training, and advisory services. For enterprise FIs, we generally work with SI partners such as Accenture, Deloitte, and PwC for the delivery of professional services for the nCino Bank Operating System. For regional FIs, we work

with SIs such as West Monroe Partners, and for community banks, we work with SIs or perform configuration and implementation ourselves. We expect enterprise FIs to make up a greater proportion of our nCino Bank Operating System sales. As a result, we expect the mix of our total revenues to become more heavily weighted toward subscription revenues.

On the Acquisition Date, we acquired SimpleNexus, a leading cloud-based mobile-first homeownership software company in the U.S., for an aggregate purchase price of \$933.6 million. As a result of the acquisition, SimpleNexus became a wholly owned subsidiary of nCino, Inc. Our consolidated results of operations for fiscal 2022 and 2023 include the operating results of SimpleNexus from the Acquisition Date. See Note 7 "Business Combinations" of the notes to our consolidated financial statements included in Part II, Item 8 of this Annual Report on Form 10-K for additional information. Given it was prior to the Acquisition Date, no operating results for SimpleNexus are included in the comparative period for fiscal 2021. SimpleNexus offers a suite of products that enables loan officers, borrowers, real estate agents, settlement agents and others to easily engage in the homeownership process from any internet-enabled device.

In January 2023, nCino implemented an "in-person first" working environment at the Company's headquarters in Wilmington, N.C., in which full-time employees within Wilmington are expected to return to the office on a full-time basis.

On January 18, 2023, the Company announced a workforce reduction of approximately seven percent 7% and office space reductions in certain markets (collectively, the "Restructuring Plan") in furtherance of its efforts to improve operating margins and advance the Company's objective of profitable growth. The Company incurred charges in the fourth quarter of the Company's fiscal 2023 of \$4.8 million in connection with the Restructuring Plan. As of January 31, 2023, the accrual for severance and related benefit costs of \$5.0 million for terminated employees was included in accrued compensation and benefits in the consolidated balance sheets and was paid in the first quarter of the Company's fiscal 2024. The Company paid \$0.8 million in the fourth quarter of fiscal 2023 to exercise an early termination clause to exit a facility during fiscal 2024, which was accounted for as a lease modification under ASC 842. See Note 19 "Restructuring" of the notes to our consolidated financial statements included in Part II, Item 8 of this Annual Report on Form 10-K for additional information.

Our total revenues were \$204.3 million, \$273.9 million, and \$408.3 million for fiscal 2021, 2022, and 2023, respectively, representing a 41.4% compound annual growth rate. Our revenues include \$3.9 million in revenues from SimpleNexus from the Acquisition Date for fiscal 2022 and \$65.4 million for fiscal 2023. Our subscription revenues in fiscal 2021 were \$162.4 million or 79.5% of total revenues, \$224.9 million or 82.1% of total revenues in fiscal 2022, and \$344.8 million or 84.4% of total revenues in fiscal 2023, representing a 45.7% compound annual growth rate. Our subscription-based revenues include \$3.7 million from SimpleNexus from the Acquisition Date for fiscal 2022 and \$59.8 million for fiscal 2023. Due to our investments in growth, we recorded net losses attributable to nCino in fiscal 2021, 2022, and 2023 of \$40.5 million, \$49.4 million, and \$102.7 million, respectively. Our net losses include the operating results of SimpleNexus from the Acquisition Date.

## Factors Affecting Our Operating Results

**Market Adoption of Our Solution.** Our future growth depends on our ability to expand our reach to new FI customers and increase adoption with existing customers as they broaden their use of our solutions within and across lines of business. Our success in growing our customer base and expanding adoption of our solutions by existing customers requires a focused direct sales engagement and the ability to convince key decision makers at FIs to replace legacy third-party point solutions or internally developed software with our solutions. In addition, growing our customer base will require us to increasingly penetrate markets outside the U.S., which accounted for 15.1% of total revenues for fiscal 2023. For new customers, our sales cycles are typically lengthy, generally ranging from six to nine months for smaller FIs to 12 to 18 months or more for larger FIs. Key to landing new customers is our ability to successfully take our existing customers live and help them achieve measurable returns on their investment, thereby turning them into referenceable accounts. If we are unable to successfully address the foregoing challenges, our ability to grow our business and achieve profitability will be adversely affected, which may in turn reduce the value of our common stock.

**Mix of Subscription and Professional Services Revenues.** The initial deployment of our solutions by our customers requires a period of implementation and configuration services that typically range from three to 18 months, depending on scope. As a result, during the initial go-live period for a customer on the nCino Bank Operating System, professional services revenues generally make up a substantial portion of our revenues from that customer, whereas over time, revenues from established customers are more heavily weighted to subscriptions. While professional services revenues will fluctuate as a percentage of total revenues in the future and tend to be higher in periods of faster growth, over time we expect subscription revenues will make up an increasing proportion of our total revenues as our overall business grows.

**Subscription Revenue Retention Rate.** We believe that our ability to retain and grow subscription revenues from our existing customers over time strengthens the stability and predictability of our revenue base and is reflective of both the adoption curve of customers and the value we deliver to them. We assess our performance in this area using a metric we refer to as subscription revenue retention rate. We calculate our subscription revenue retention rate as total subscription revenues in a fiscal year from customers who contracted for any of our solutions as of January 31 of the prior fiscal year, expressed as a percentage of total subscription revenues for the prior fiscal year. In accordance with this definition, subscription revenues from customers obtained through an acquisition will first be included in the calculation in the fiscal year subsequent to such acquisition, for the periods they were a customer of nCino. Our subscription revenue retention rate provides insight into the impact on current year subscription revenues of:

- the number and timing of new customers and phased activation of seats purchased by them in prior years, which activation schedules can span several fiscal years for larger contracts;
- expanding adoption of our solutions by our existing customers during the current year, excluding any revenues derived from businesses acquired during such year; and
- customer attrition.

For fiscal 2021, 2022, and 2023, we had subscription revenue retention rates of 155%, 133%, and 148%, respectively. The most significant driver of changes in our subscription revenue retention rate each year has historically been the number of new customers in prior years and the associated phased activation schedules for such customers. In addition, because larger FIs tend to make more sizable purchases with longer activation schedules, we expect variability in our subscription revenue retention rates based on the timing and extent of our continued penetration of this portion of the market. The increase in our subscription revenue retention rate for fiscal 2021 was primarily due to accelerated activation of licenses sold in the year for our PPP and Coronavirus Business Interruption Loan Scheme solutions. The moderation in our subscription revenue retention rate for fiscal 2022 was due to a higher mix of new customer sales with prolonged activation schedules. The increase in our subscription revenue retention rate for fiscal 2023 was due to the inclusion of customers who had contracts with SimpleNexus in effect prior to January 31, 2022. Subscription revenues from periods prior to the acquisition were excluded from the calculation for fiscal 2023. Excluding SimpleNexus, the subscription revenue retention rate for fiscal 2023 was 125%. Our use of subscription revenue retention rate has limitations as an analytical tool, and investors should not consider it in isolation. Other companies in adjacent markets may calculate subscription revenue retention rates or similar metrics differently, which reduces its usefulness as a comparative measure.

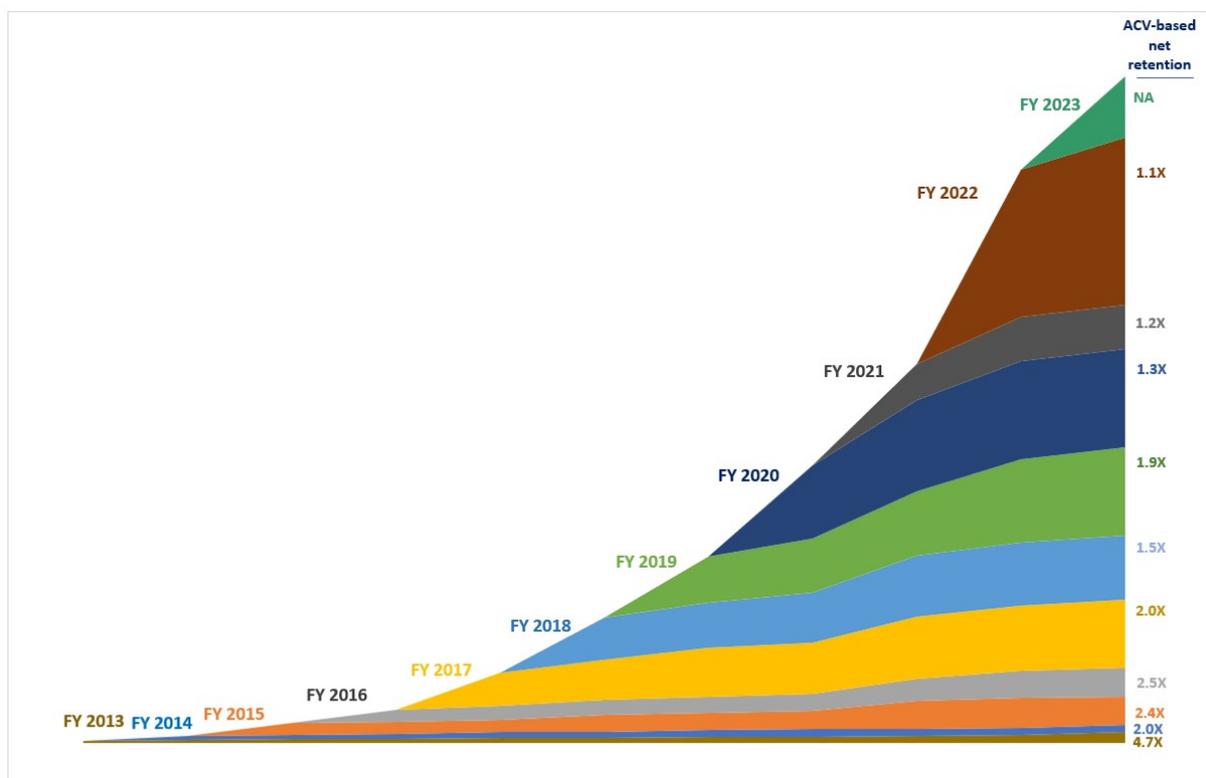
**Long-term ACV Expansion.** A key element of our growth strategy is to expand our deployed footprint with a customer after initial adoption. Our customers typically purchase the nCino Bank Operating System for a defined line of business or to support a specific use case and, once deployed, we seek to convince the customer to adopt our solutions within and across additional lines of business. To date, we have been successful in executing our land and expand strategy as a result of the ability of our solutions to streamline workflow, generate meaningful insights for operational improvement, and help drive improved bottom line results. Due to our rapid growth, many of our customers have not yet come up for renewal, so our historical net retention rates may not be predictive of future results. If our customers do not continue to see the ability of our solutions to generate return on investment relative to other available solutions or at all, net retention rates could suffer and our operating results could be adversely affected.

We believe our ACV-based net retention of customers over the long term illustrates our success in executing our land and expand strategy, as it demonstrates growing adoption by existing customers, including price increases but net of attrition. To measure net retention, we categorize customers by the year in which they first contracted for one of our solutions, which we call an annual cohort. For each annual cohort, we measure the total ACV for our most recently completed fiscal year and divide it by the total ACV for such cohort at the end of the initial cohort year. We refer to the resulting quotient as “ACV-based net retention.” In any given period, ACV for a customer represents the annualized subscription fees from the fully activated subscription contracts in effect for such customers at the end of the applicable period. While we expect ACV-based net retention to increase over time for each respective cohort as we execute our land and expand strategy, occasionally ACV-based net retention can moderate from one period to the next, from customer consolidation for example.

The graphic below illustrates our ACV-based net retention for customers initially signed since fiscal 2013. Customers who signed with SimpleNexus prior to January 31, 2022, are included in the fiscal 2022 cohort and customers who

signed with Portfolio Analytics prior to January 31, 2020, are represented in the fiscal 2020 cohort. Each individual cohort is not necessarily predictive of other or future cohorts.

### Annual Contract Value ("ACV")



**Interest Rate Environment.** We are currently operating in a rising interest rate environment as the United States Federal Reserve raises interest rates as a means to manage inflation. These rate increases have had an impact on the real estate market in the U.S. and specifically, the demand for mortgages and mortgage-related products and services, which has had a negative impact on our SimpleNexus business. We continue to monitor the impact the rise in interest rates and any future rise in interest rates may have on our business.

**Continued Investment in Innovation and Growth.** We have made substantial investments in product development, sales and marketing, and strategic acquisitions since our inception to achieve a leadership position in our market and grow our revenues and customer base. We intend to continue to increase our investment in product development in the coming years to maintain and build on this advantage. We also intend to invest in sales and marketing both in the U.S. and internationally to further grow our business. To capitalize on the market opportunity we see ahead of us, we expect to continue to optimize our operating plans for revenue growth and profitability.

### Components of Results of Operations

#### Revenues

We derive our revenues from subscription and professional services and other revenues.

**Subscription Revenues.** Our subscription revenues consist principally of fees from customers for accessing our solutions and maintenance and support services that we generally offer under non-cancellable multi-year contracts, which

typically range from three to five years for the nCino Bank Operating System and one to three years for SimpleNexus. Specifically, we offer:

- Client onboarding, loan origination, and deposit account opening applications targeted at a FI's commercial, small business, and retail lines of business, for which we generally charge on a per seat basis.
- nIQ for which we generally charge based on the asset size of the customer or on a usage basis.
- Through SimpleNexus, a digital homeownership platform uniting people, systems, and stages of the mortgage process into a seamless end-to-end journey for which we generally charge on a per seat basis.
- Maintenance and support services as well as internal-use or "sandbox" development licenses, for which we generally charge as a percentage of the related subscription fees.

Our subscription revenues are generally recognized ratably over the term of the contract beginning upon activation. For new customers, we may activate a portion of seats at inception of the agreement, with the balance activated at contractually specified points in time thereafter, to pattern our invoicing after the customer's expected rate of implementation and adoption. Where seats are activated in stages, we charge subscription fees from the date of activation through the anniversary of the initial activation date, and annually thereafter. Subscription fees associated with the nCino Bank Operating System are generally billed annually in advance while subscription fees for SimpleNexus are generally billed monthly in advance. Maintenance and support fees, as well as development licenses, are provided over the same periods as the related subscriptions, so fees are invoiced and revenues are recognized over the same periods. Subscription fees invoiced are recorded as deferred revenue pending recognition as revenues. In certain cases, we are authorized to resell access to Salesforce's CRM solution along with the nCino Bank Operating System. When we resell such access, we charge a higher subscription price and remit a higher subscription fee to Salesforce for these subscriptions.

*Professional Services and Other Revenues.* Professional services and other revenues consist of fees for implementation and configuration assistance, training, and advisory services. For enterprise and larger regional FIs, we generally work with SI partners to provide the majority of implementation services for the nCino Bank Operating System, for which these SI partners bill our customers directly. We have historically delivered professional services ourselves for community banks and smaller credit unions and SimpleNexus has historically provided professional services directly to its customers. Revenues for implementation, training, and advisory services are generally recognized on a proportional performance basis, based on labor hours incurred relative to total budgeted hours. To date, our losses on professional services contracts have not been material. During the initial go-live period for a customer on the nCino Bank Operating System, professional services revenues generally make up a substantial portion of our revenues from that customer, whereas over time, revenues from established customers are more heavily weighted to subscriptions. While professional services revenues will fluctuate as a percentage of total revenues in the future and tend to be higher in periods of faster growth, over time we expect to see subscription revenues make up an increasing proportion of our total revenues.

#### ***Cost of Revenues and Gross Margin***

*Cost of Subscription Revenues.* Cost of subscription revenues consists of fees paid to Salesforce for access to the Salesforce Platform, including Salesforce's hosting infrastructure and data center operations, along with certain integration fees paid to other third parties. When we resell access to Salesforce's CRM solution, cost of subscription revenues also includes the subscription fees we remit to Salesforce for providing such access. We also incur costs associated with access to other platforms. In addition, cost of subscription revenues includes personnel-related costs associated with delivering maintenance and support services, including salaries, benefits and stock-based compensation expense, travel and related costs, amortization of acquired developed technology, and allocated overhead. Our subscription gross margin will vary from period to period as a function of the utilization of support personnel and the extent to which we recognize subscription revenues from the resale of Salesforce's CRM solution.

*Cost of Professional Services and Other Revenues.* Cost of professional services and other revenues consists primarily of personnel-related costs associated with delivery of these services, including salaries, benefits and stock-based compensation expense, travel and related costs, and allocated overhead. The cost of providing professional services is significantly higher as a percentage of the related revenues than for our subscription services due to direct labor costs. The cost of professional services revenues has increased in absolute dollars as we have added new customer subscriptions that require professional services and built-out our international professional services capabilities. Realized effective billing and utilization rates drive fluctuations in our professional services and other gross margin on a period-to-period basis.

## ***Operating Expenses***

*Sales and Marketing.* Sales and marketing expenses consist primarily of personnel costs of our sales and marketing employees, including salaries, sales commissions and incentives, benefits and stock-based compensation expense, travel and related costs. We capitalize incremental costs incurred to obtain contracts, primarily consisting of sales commissions, and subsequently amortize these costs over the expected period of benefit, which we have determined to be approximately four years. Sales and marketing expenses also include outside consulting fees, marketing programs, including lead generation, costs of our annual user conference, advertising, trade shows, other event expenses, amortization of intangible assets, and allocated overhead. We expect sales and marketing expenses will decrease as a percentage of revenues as we leverage the investments we have made to date.

*Research and Development.* Research and development expenses consist primarily of salaries, benefits and stock-based compensation associated with our engineering, product and quality assurance personnel, as well as allocated overhead. Research and development expenses also include the cost of third-party contractors. Research and development costs are expensed as incurred. We expect research and development costs will decrease as a percentage of revenues as we leverage the investments we have made to date.

*General and Administrative.* General and administrative expenses consist primarily of salaries, benefits and stock-based compensation associated with our executive, finance, legal, human resources, information technology, compliance and other administrative personnel. General and administrative expenses also include accounting, auditing and legal professional services fees, travel and other corporate-related expenses, and allocated overhead, as well as acquisition-related expenses, such as legal and other professional services fees. We expect general and administrative expenses will decrease as a percentage of revenues as we leverage the investments we have made to date.

## ***Non-Operating Income (Expense)***

*Interest Income.* Interest income consists primarily of interest earned on our cash and cash equivalents.

*Interest Expense.* Interest expense consists primarily of interest related to our financing obligations along with interest expense on borrowings, commitment fees, and amortization of debt issuance costs associated with our secured revolving credit facility.

*Other Income (Expense), Net.* Other income (expense), net consists primarily of foreign currency gains and losses, the majority of which is due to intercompany loans that are denominated in currencies other than the underlying functional currency of the applicable entity.

*Income Tax Provision (Benefit).* Income tax provision (benefit) consists of federal and state income taxes in the U.S. and income taxes in foreign jurisdictions.

## Results of Operations

The results of operations presented below should be reviewed in conjunction with the financial statements and notes included elsewhere in this Annual Report on Form 10-K. The following tables present our selected consolidated statements of operations data for fiscal 2021, 2022, and 2023 in both dollars and as a percentage of total revenues, except as noted.

The comparability of our operating results is impacted by our SimpleNexus acquisition. In our discussion of changes in our results of operations for our year-to-year comparisons between fiscal 2023 and 2022, we disclose the impact of the growth of revenues from SimpleNexus. Expense contributions from our SimpleNexus acquisition for each of the respective period comparisons generally were not separately identifiable due to the integration of this business into our existing operations.

(\$ in thousands, except share and per share amounts)	Fiscal Year Ended January 31,		
	2021	2022	2023
<b>Revenues:</b>			
Subscription revenues	\$ 162,439	\$ 224,854	\$ 344,752
Professional services and other revenues	41,854	49,011	63,563
Total revenues	204,293	273,865	408,315
<b>Cost of revenues:</b>			
Cost of subscription revenues	47,969	64,508	106,265
Cost of professional services and other revenues	40,166	46,905	63,341
Total cost of revenues	88,135	111,413	169,606
Gross profit	116,158	162,452	238,709
<b>Operating expenses:</b>			
Sales and marketing	59,731	82,901	127,669
Research and development	58,263	79,363	121,576
General and administrative	40,772	71,545	83,477
Total operating expenses	158,766	233,809	332,722
Loss from operations	(42,608)	(71,357)	(94,013)
<b>Non-operating income (expense):</b>			
Interest income	361	194	403
Interest expense	(130)	(1,514)	(2,807)
Other income (expense), net	1,693	(1,277)	(1,356)
Loss before income taxes	(40,684)	(73,954)	(97,773)
Income tax provision (benefit)	586	(23,833)	4,071
Net loss	(41,270)	(50,121)	(101,844)
Net loss attributable to redeemable non-controlling interest	(1,130)	(1,569)	(1,119)
Adjustment attributable to redeemable non-controlling interest	396	894	1,995
Net loss attributable to nCino, Inc.	\$ (40,536)	\$ (49,446)	\$ (102,720)
<b>Net loss per share attributable to nCino, Inc.:</b>			
Basic and diluted	\$ (0.46)	\$ (0.51)	\$ (0.93)
<b>Weighted average number of common shares outstanding:</b>			
Basic and diluted	87,678,323	96,722,464	110,615,734

The Company recognized stock-based compensation expense as follows:

(\$ in thousands)	Fiscal Year Ended January 31,		
	2021	2022	2023
Cost of subscription revenues	\$ 576	\$ 960	\$ 1,430
Cost of professional services and other revenues	4,232	5,195	7,263
Sales and marketing	6,190	7,520	13,283
Research and development	5,463	6,186	11,602
General and administrative	8,747	8,616	16,654
Total stock-based compensation expense <sup>1</sup>	\$ 25,208	\$ 28,477	\$ 50,232

<sup>1</sup>Includes \$0.2 million benefit incurred for the fiscal year ended January 31, 2023 in connection with the restructuring plan commenced in January 2023. See Note 19 "Restructuring" of the notes to our consolidated financial statements included in Part II, Item 8 of this Annual Report on Form 10-K for more information.

The Company recognized amortization expense for intangible assets as follows:

(\$ in thousands)	Fiscal Year Ended January 31,		
	2021	2022	2023
Cost of subscription revenues	\$ 1,525	\$ 2,604	\$ 17,019
Cost of professional services and other revenues	—	—	94
Sales and marketing	1,670	2,303	11,087
General and administrative	10	—	—
Total amortization expense	\$ 3,205	\$ 4,907	\$ 28,200

	Fiscal Year Ended January 31,		
	2021	2022	2023
Revenues:			
Subscription revenues	79.5 %	82.1 %	84.4 %
Professional services and other revenues	20.5	17.9	15.6
Total revenues	100.0	100.0	100.0
Cost of revenues (percentage shown in comparison to related revenues):			
Cost of subscription revenues	29.5	28.7	30.8
Cost of professional services and other revenues	96.0	95.7	99.7
Total cost of revenues	43.1	40.7	41.5
Gross profit	56.9	59.3	58.5
Operating expenses:			
Sales and marketing	29.2	30.3	31.3
Research and development	28.5	29.0	29.8
General and administrative	20.0	26.1	20.4
Total operating expenses	77.7	85.4	81.5
Loss from operations	(20.8)	(26.1)	(23.0)
Non-operating income (expense):			
Interest income	0.2	0.1	0.1
Interest expense	(0.1)	(0.6)	(0.7)
Other income (expense), net	0.8	(0.5)	(0.3)
Loss before income taxes	(19.9)	(27.1)	(23.9)
Income tax provision (benefit)	0.3	(8.7)	1.0
Net loss	(20.2)%	(18.4)%	(24.9)%

## Comparison of the Fiscal Years Ended January 31, 2022 and 2023

### Revenues

(\$ in thousands)	Fiscal Year Ended January 31,			
	2022		2023	
<b>Revenues:</b>				
Subscription revenues	\$ 224,854	82.1 %	\$ 344,752	84.4 %
Professional services and other revenues	49,011	17.9	63,563	15.6
Total revenues	<u>\$ 273,865</u>	<u>100.0 %</u>	<u>\$ 408,315</u>	<u>100.0 %</u>

#### Subscription Revenues

Subscription revenues increased \$119.9 million for fiscal 2023 compared to fiscal 2022, due to initial revenues from customers who did not contribute to subscription revenues during the prior period, including customers added as a result of our acquisition of SimpleNexus, and growth from existing customers within and across lines of business. Of the increase, 44.5% was attributable to increased revenues from existing customers as additional seats were activated in accordance with contractual terms and customers expanded their adoption of our solutions, 8.7% was attributable to initial revenues from customers who did not contribute to subscription revenues during the prior period, and 46.8% was attributable to revenues from SimpleNexus. Subscription revenues were 84.4% of total revenues for fiscal 2023 compared to 82.1% of total revenues for fiscal 2022, primarily due to growth in our installed base and SimpleNexus.

#### Professional Services and Other Revenues

Professional services and other revenues increased \$14.6 million for fiscal 2023 compared to fiscal 2022, primarily due to the addition of new customers as well as expanded adoption by existing customers within and across lines of business where implementation, configuration, and training services were required. 36.4% of the increase was attributable to revenues from SimpleNexus.

### Cost of Revenues and Gross Margin

(\$ in thousands)	Fiscal Year Ended January 31,			
	2022		2023	
<b>Cost of revenues (percentage shown in comparison to related revenues):</b>				
Cost of subscription revenues	\$ 64,508	28.7 %	\$ 106,265	30.8 %
Cost of professional services and other revenues	46,905	95.7	63,341	99.7
Total cost of revenues	<u>\$ 111,413</u>	<u>40.7</u>	<u>\$ 169,606</u>	<u>41.5</u>
Gross profit	<u>\$ 162,452</u>	<u>59.3 %</u>	<u>\$ 238,709</u>	<u>58.5 %</u>

#### Cost of Subscription Revenues

Cost of subscription revenues increased \$41.8 million for fiscal 2023 compared to fiscal 2022, generating a gross margin for subscription revenues of 69.2% compared to a gross margin of 71.3% for fiscal 2022. The decrease in gross margin percentage is primarily due to an increase of \$14.4 million in amortization expense for acquired developed technology related to the acquisition of SimpleNexus included for a full year in fiscal 2023 compared to less than a month in fiscal 2022. Costs related to Salesforce user fees increased \$11.9 million as we continued to add new customers and sell additional functionality to existing customers, and other costs of subscription revenues increased \$10.1 million due to costs associated with access to other platforms and data center costs. Personnel costs, including stock-based compensation expense, increased \$4.3 million due to an increase in average headcount, including headcount from the acquisition of SimpleNexus contributing for a full year in fiscal 2023 compared to less than a month in fiscal 2022. The increase in cost of subscription revenues also included an increase of \$0.8 million in allocated overhead costs due to growth supporting our continued business expansion. We expect the cost of subscription revenues will continue to increase in absolute dollars as the number of users of the nCino Bank Operating System grows.

### *Cost of Professional Services and Other Revenues*

Cost of professional services and other revenues increased \$16.4 million for fiscal 2023 compared to fiscal 2022, generating a gross margin for professional services and other revenues of 0.3% compared to a gross margin of 4.3% for fiscal 2022. For fiscal 2023, personnel costs, including stock-based compensation expense, increased \$13.6 million for professional services compared to the prior year period due to an increase in average headcount, including headcount from the acquisition of SimpleNexus contributing for a full year in fiscal 2023 compared to less than a month in fiscal 2022. Also included in the increase in personnel costs is \$0.3 million in restructuring costs incurred in connection with the headcount reductions in January 2023. The increase in cost of professional services and other revenues also included an increase of \$1.7 million in allocated overhead costs due to growth supporting our business, an increase of \$0.8 million in travel-related costs, and a \$0.4 million increase in reimbursable travel and related expenses for the professional services organization. The decrease in our professional services and other gross margin for fiscal 2023 was primarily due to a decline in realized effective billing and utilization rates in our professional services teams.

### *Operating Expenses*

(\$ in thousands)	Fiscal Year Ended January 31,			
	2022		2023	
Operating expenses:				
Sales and marketing	\$ 82,901	30.3 %	\$ 127,669	31.3 %
Research and development	79,363	29.0	121,576	29.8
General and administrative	71,545	26.1	83,477	20.4
Total operating expenses	233,809	85.4	332,722	81.5
Loss from operations	\$ (71,357)	(26.1)%	\$ (94,013)	(23.0)%

#### *Sales and Marketing*

Sales and marketing expenses increased \$44.8 million for fiscal 2023 compared to fiscal 2022, primarily due to an increase of \$24.9 million in personnel costs, including stock-based compensation expense, mainly from an increase in average headcount, including headcount from the acquisition of SimpleNexus contributing for a full year in fiscal 2023 compared to less than a month in fiscal 2022. Also included in the increase in personnel costs is \$1.3 million in restructuring costs incurred in connection with the headcount reductions in January 2023. The increase in personnel costs was partially offset by a decrease in expatriate tax equalization expenses compared to fiscal 2022. Amortization expense for acquired customer relationships and trade name increased \$8.8 million related to the acquisition of SimpleNexus. The increase in sales and marketing expenses also included an increase of \$4.1 million in sales-related travel costs, an increase of \$3.4 million in marketing costs primarily attributable to the re-establishment of in-person conferences following COVID-19, an increase of \$2.7 million in allocated overhead costs, and an increase of \$0.9 million in third-party consulting fees.

Our sales and marketing headcount decreased by 2 from January 31, 2022 to January 31, 2023. In the fourth quarter of fiscal 2023 due to a change in responsibilities, 12 employees moved to our general and administrative department from our sales and marketing department. We expect sales and marketing expenses will decrease as a percentage of revenues as we leverage the investments we have made to date.

#### *Research and Development*

Research and development expenses increased \$42.2 million for fiscal 2023 compared to fiscal 2022, primarily due to an increase of \$41.2 million in personnel costs, including stock-based compensation expense, mainly from an increase in average headcount, including headcount from the acquisition of SimpleNexus contributing for a full year in fiscal 2023 compared to less than a month in fiscal 2022. Also included in the increase in personnel costs is \$2.0 million in restructuring costs incurred in connection with the headcount reductions in January 2023. The increase in research and development expenses also included an increase of \$3.9 million in allocated overhead costs due to growth supporting our continued business expansion and an increase of \$1.0 million in travel-related costs, partially offset by a \$4.0 million decrease in third party professional fees as a result of lower contract research and development spend.

Our research and development headcount grew by 32 from January 31, 2022 to January 31, 2023. We expect research and development expenses will decrease as a percentage of revenues as we leverage the investments we have made to date.

### General and Administrative

General and administrative expenses increased \$11.9 million for fiscal 2023 compared to fiscal 2022, primarily due to an increase of \$19.2 million in personnel costs, including stock-based compensation, from additional headcount as we continued to scale our business, mainly from an increase in average headcount, including headcount from the acquisition of SimpleNexus contributing for a full year in fiscal 2023 compared to less than a month in fiscal 2022. Also included in the increase in personnel costs is \$1.2 million in restructuring costs incurred in connection with the headcount reductions in January 2023. The increase in general and administrative spend also included an increase of \$2.7 million in allocated overhead and other general and administrative costs and an increase of \$0.7 million in travel-related costs. Third party professional fees decreased \$10.6 million for fiscal 2023 compared to fiscal 2022, mostly attributable to a decrease in third party professional fees and expenses related to acquisition costs for SimpleNexus and fees and expenses related to the government antitrust investigation and related civil action disclosed in Item 3 "Legal Proceedings" of Part I of this Annual Report on Form 10-K (the "Antitrust Matters") partially offset by an increase in other professional fees.

Our general and administrative headcount grew by 20 from January 31, 2022 to January 31, 2023. In the fourth quarter of fiscal 2023 due to a change in responsibilities, 12 employees moved from our sales and marketing department to our general and administrative department. We expect general and administrative expenses will decrease as a percentage of revenues as we leverage the investments we have made to date.

### Non-Operating Income (Expense)

(\$ in thousands)	Fiscal Year Ended January 31,			
	2022		2023	
Interest income	\$ 194	0.1 %	\$ 403	0.1 %
Interest expense	(1,514)	(0.6)	(2,807)	(0.7)
Other income (expense), net	(1,277)	(0.5)	(1,356)	(0.3)

Interest expense increased \$1.3 million primarily due to a larger balance on our financing obligations for leases for which we are considered the owners for accounting purposes, and also due to interest expenses associated with a credit agreement for a senior secured revolving credit facility of up to \$50.0 million we entered into on February 11, 2022 (the "Credit Facility") that was not in place in the prior comparative year.

### Income Tax Provision (Benefit)

(\$ in thousands)	Fiscal Year Ended January 31,			
	2022		2023	
Income tax provision (benefit)	\$ (23,833)	(8.7)%	\$ 4,071	1.0 %

Income tax provision was \$4.1 million for fiscal 2023 compared to a benefit of \$23.8 million for fiscal 2022 and resulted in an effective tax rate of (4.2)% compared to 32.2% in the prior fiscal year. In fiscal 2023, the income tax provision was primarily due to taxes from profitable jurisdictions outside of the U.S., which includes withholding taxes. In fiscal 2022, the income tax benefit was primarily due to the reduction of the valuation allowance from the acquisition of SimpleNexus, offset by a tax provision from profitable jurisdictions outside of the U.S.

See Note 12 "Income Taxes" of the notes to our consolidated financial statements included in Part II, Item 8 of this Annual Report on Form 10-K for further details on the components of income tax and a reconciliation of the U.S. federal statutory rate to the effective tax rate.

We continue to maintain a valuation allowance against our deferred assets in most jurisdictions, including the U.S. It is determined by management when a valuation allowance should be recorded, utilizing significant judgement and the use of estimates.

Beginning in fiscal 2023, we have adopted, as required, Code Section 174, as amended by the Tax Cuts and Jobs Act of 2017. For U.S. income tax purposes, the option to deduct research and development expenditures is no longer available and thus requires us to capitalize and amortize these expenditures over either a five- or fifteen-year period. This will result in the repartition of our deferred tax asset balances from net operating losses and tax credit carryforwards to non-tax attribute

deferred tax balances. In addition, this may reduce our operating cash flows in future periods through cash remittances of U.S. federal and state income tax.

### **Comparison of the Fiscal Years Ended January 31, 2021 and 2022**

For a discussion of our results of operations for the fiscal year ended January 31, 2022 compared to the fiscal year ended January 31, 2021, please refer to Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended January 31, 2022, filed with the SEC on March 31, 2022.

### **Non-GAAP Financial Measure**

In addition to providing financial measurements based on generally accepted accounting principles in the United States of America ("GAAP"), we provide an additional financial metric that is not prepared in accordance with GAAP ("non-GAAP"). Management uses this non-GAAP financial measure, in addition to GAAP financial measures, to understand and compare operating results across accounting periods, for financial and operational decision making, for planning and forecasting purposes, and to evaluate our financial performance. We believe that this non-GAAP financial measure helps us to identify underlying trends in our business that could otherwise be masked by the effect of the expenses that we exclude in the calculations of the non-GAAP financial measure.

Accordingly, we believe that this financial measure reflects our ongoing business in a manner that allows for meaningful comparisons and analysis of trends in the business and provides useful information to investors and others in understanding and evaluating our operating results, and enhancing the overall understanding of our past performance and future prospects. Although the calculation of non-GAAP financial measures may vary from company to company, our detailed presentation may facilitate analysis and comparison of our operating results by management and investors with other peer companies, many of which use a similar non-GAAP financial measure to supplement their GAAP results in their public disclosures. This non-GAAP financial measure is non-GAAP operating loss, as discussed below.

*Non-GAAP operating loss.* Non-GAAP operating loss is defined as loss from operations as reported in our consolidated statements of operations excluding the impact of amortization of intangible assets, stock-based compensation expense, acquisition-related expenses, legal expenses related to certain litigation, and restructuring and related charges, resulting from the Restructuring Plan. See Note 19 "Restructuring" of the notes to our consolidated financial statements included in Part II, Item 8 of this Annual Report on Form 10-K for more information on the charges related to the Restructuring Plan. Non-GAAP operating loss is widely used by securities analysts, investors, and other interested parties to evaluate the profitability of companies. Non-GAAP operating loss eliminates potential differences in performance caused by these items that are not indicative of the Company's ongoing operating performance and hinders comparability with prior and future performance.

This non-GAAP financial measure does not replace the presentation of our GAAP financial results and should only be used as a supplement to, not as a substitute for, our financial results presented in accordance with GAAP. There are limitations in the use of non-GAAP measures because they do not include all of the expenses that must be included under GAAP and because they involve the exercise of judgment concerning exclusions of items from the comparable non-GAAP financial measure. In addition, other companies may use other measures to evaluate their performance, or may calculate non-GAAP measures differently, all of which could reduce the usefulness of our non-GAAP financial measures as tools for comparison.

The following table reconciles non-GAAP operating loss to loss from operations, the most directly comparable financial measure, calculated and presented in accordance with GAAP (in thousands):

(\$ in thousands)	Fiscal Year Ended January 31,		
	2021	2022	2023
<b>GAAP loss from operations</b>	\$ (42,608)	\$ (71,357)	\$ (94,013)
<b>Adjustments</b>			
Amortization of intangible assets	3,205	4,907	28,200
Stock-based compensation expense	25,208	28,477	50,232
Acquisition-related expenses	—	10,006	2,276
Litigation expenses <sup>1</sup>	—	10,326	6,147
Restructuring and related charges <sup>2</sup>	—	—	5,017
Total adjustments	28,413	53,716	91,872
<b>Non-GAAP operating loss</b>	\$ (14,195)	\$ (17,641)	\$ (2,141)

<sup>1</sup>Represents legal expenses related to the Antitrust Matters and a shareholder derivative lawsuit.

<sup>2</sup>Stock-based compensation benefit of \$0.2 million related to restructuring is included on the stock-based compensation expense line item.

### Liquidity and Capital Resources

As of January 31, 2023, we had \$82.0 million in cash and cash equivalents, and an accumulated deficit of \$310.3 million. Our net losses have been driven by our investments in developing the nCino Bank Operating System, expanding our sales and marketing organization, and scaling our finance and administrative functions to support our rapid growth. We expect to continue to incur operating losses on a GAAP basis for the foreseeable future.

To date, we have funded our capital needs through issuances of common stock and operating cash flows. Beginning in the three months ended April 30, 2022 and again during the three months ended October 31, 2022, we supplemented our liquidity with our revolving line of credit. In July 2020, we closed our IPO of 9,269,000 shares of common stock (including shares issued pursuant to the exercise in full of the underwriters' options to purchase additional shares) at a public offering price of \$31.00 per share, resulting in aggregate net proceeds to us of \$268.4 million after deducting underwriting discounts and commissions. We used a majority of the proceeds from our initial public offering in July 2020, which were in our cash and cash equivalents on the balance sheet, to consummate the acquisition of SimpleNexus in January 2022. We generally bill and collect from our customers annually in advance. Our billings are subject to seasonality, with billings in the first and fourth quarters of our fiscal year substantially higher than in the second and third quarters. Because we recognize revenues ratably, our deferred revenue balance mirrors the seasonality of our billings. In addition, our advanced billing and collection coupled with our recent growth has resulted in our cash used in operating activities generally being less than our net operating losses in recent periods.

On February 11, 2022, we entered into the Credit Facility of up to \$50.0 million. We borrowed and repaid \$20.0 million under the Credit Facility during the three months ended April 30, 2022 and borrowed \$30.0 million during the three months ended October 31, 2022. As of January 31, 2023, the Company had \$30.0 million outstanding and no letters of credit issued under the Credit Facility and was in compliance with all covenants. See Note 15 "Revolving Credit Facility" of the notes to our consolidated financial statements included in Part II, Item 8 of this Annual Report on Form 10-K for more information.

We believe that current cash and cash equivalents as well as borrowings available under the Credit Facility will be sufficient to fund our operations and capital requirements for at least the next 12 months. Our future capital requirements will depend on many factors, including our growth rate, the timing and extent of spending to support research and development efforts to enhance the nCino Bank Operating System and introduce new applications, market acceptance of our solutions, the continued expansion of our sales and marketing activities, capital expenditure requirements, and any potential future acquisitions. We may from time-to-time seek to raise additional capital to support our growth. Any equity financing we may undertake could be dilutive to our existing stockholders, and any debt financing we may undertake could require debt service and financial and operational covenants that could adversely affect our business. There is no assurance we would be able to obtain future financing on acceptable terms or at all.

**nCino K.K.**

In fiscal 2020, we established nCino K.K., a Japanese company in which we own a controlling interest, for purposes of facilitating our entry into the Japanese market. We have consolidated the results of operations and financial condition of nCino K.K. since its inception. Pursuant to an agreement with the holders of the non-controlling interest in nCino K.K., beginning in 2027 we may redeem the non-controlling interest, or be required to redeem such interest by the holders thereof, based on a prescribed formula derived from the relative revenues of nCino K.K. and the Company. The balance of the redeemable non-controlling interest is reported on our balance sheet below total liabilities but above stockholders' equity at the greater of the initial carrying amount adjusted for the redeemable non-controlling interest's share of earnings or losses and other comprehensive income or loss, or its estimated redemption value. As of January 31, 2022 and January 31, 2023, the redeemable non-controlling interest was \$2.9 million and \$3.6 million, respectively.

As part of our joint venture obligations, we may be required to make an additional cash capital contribution of up to \$5.0 million to nCino K.K. during fiscal 2024.

**Cash Flows**

Summary Cash Flow information for fiscal 2021, 2022, and 2023 are set forth below.

(\$ in thousands)	Fiscal Year Ended January 31,		
	2021	2022	2023
Net cash provided by (used in) operating activities	\$ 9,222	\$ (19,229)	\$ (15,381)
Net cash used in investing activities	(4,338)	(278,488)	(20,725)
Net cash provided by financing activities	274,121	15,922	36,712

*Net Cash Used in Operating Activities*

The \$15.4 million used in operating activities in fiscal 2023 reflects our net loss of \$101.8 million and \$14.9 million used in changes in working capital accounts, partially offset by \$101.3 million in non-cash charges. Non-cash charges primarily consisted of stock-based compensation, depreciation and amortization, amortization of costs capitalized to obtain revenue contracts, non-cash operating lease costs, foreign currency losses related to intercompany loans and transactions, deferred income taxes, and provision for bad debt. Cash used in working capital accounts was principally a function of a \$26.8 million increase in accounts receivable due to the timing of billings and collections from customers, an increase of \$12.2 million of capitalized costs to obtain revenue contracts, which primarily relates to payments for sales commissions as we expand our customer base, a decrease of \$4.8 million in operating lease liabilities, a \$3.4 million increase in prepaid expenses and other assets, and a \$1.2 million decrease in accrued expenses and other current liabilities. The cash used in working capital accounts was partially offset by a \$33.5 million increase in deferred revenue, as we expanded our customer base and renewed existing customers.

The \$19.2 million used in operating activities in fiscal 2022 reflects our net loss of \$50.1 million, partially offset by \$24.5 million in non-cash charges and \$6.4 million generated by changes in working capital accounts. Non-cash charges primarily consisted of stock-based compensation, deferred income taxes, depreciation and amortization, amortization of costs capitalized to obtain revenue contracts, non-cash operating lease costs, and foreign currency losses related to intercompany loans and transactions. Cash generated by working capital accounts was principally a function of a \$24.3 million increase in deferred revenue, as we expanded our customer base and renewed existing customers, a \$7.3 million increase in accrued expenses and other current liabilities, and a \$4.4 million increase in accounts payable. The cash generated by working capital accounts was partially offset by an increase of \$13.5 million in accounts receivable due to the timing of billings and collections from customers, an increase of \$11.0 million of capitalized costs to obtain revenue contracts, which primarily relates to payments for sales commissions as we expand our customer base, a decrease of \$2.6 million in operating lease liabilities, and a \$2.5 million increase in prepaid expenses and other assets.

*Net Cash Used in Investing Activities*

The \$20.7 million used in investing activities in fiscal 2023 was comprised of \$18.3 million used for the purchase of property and equipment and the completion of leasehold improvements to our additional headquarter building to support the expansion of our business, \$2.5 million for the purchase of preferred stock in Zest AI, and \$0.6 million for an asset acquisition completed in August 2022. The cash used in investing activities was partially offset by \$0.7 million received for a net working

capital adjustment from our SimpleNexus acquisition. The \$278.5 million used in investing activities in fiscal 2022 comprised of \$269.0 million used for the acquisition of SimpleNexus, \$5.5 million used for the purchase of property and equipment and leasehold improvements to support the expansion of our business, and \$4.0 million used for the purchase of an investment.

#### *Net Cash Provided by Financing Activities*

The \$36.7 million provided by financing activities in fiscal 2023 was comprised principally of \$50.0 million of proceeds from borrowings on the Credit Facility to expand our liquidity, \$4.5 million in proceeds from stock issuances under the employee stock purchase plan, and \$3.8 million of proceeds from the exercise of stock options. The cash provided by financing activities was partially reduced by payments of \$20.0 million on the Credit Facility, principal payments of \$1.1 million on financing obligations, and payments of debt issuance costs of \$0.4 million. The \$15.9 million provided by financing activities in fiscal 2022 comprised principally of \$13.9 million of proceeds from the exercise of stock options and \$2.5 million in proceeds from stock issuances under the employee stock purchase plan, partially reduced by stock issuance costs of \$0.2 million for shares issued in consideration for the SimpleNexus acquisition, and principal payments of \$0.3 million on the financing obligation.

#### **Contractual Obligations and Commitments**

Our estimated future obligations principally consist of leases related to our facilities, purchase obligations related primarily to licenses and hosting services, financing obligations for leases for which we are considered the owners for accounting purposes, and the Credit Facility. See Note 14 "Leases," Note 15 "Revolving Credit Facility," and Note 16 "Commitments and Contingencies" of the notes to our consolidated financial statements included in Part II, Item 8 of this Annual Report on Form 10-K for more information.

#### **Critical Accounting Policies and Estimates**

Our consolidated financial statements are prepared in accordance with GAAP. The preparation of these financial statements requires our management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, expenses, and related disclosures. Our estimates are based on our historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these judgments and estimates under different assumptions or conditions and any such differences may be significant.

We believe that the following accounting policies involve a high degree of judgment and complexity. Accordingly, these are the policies we believe are the most critical to aid in fully understanding and evaluating our consolidated financial condition and results of our operations. See Note 2 "Summary of Significant Accounting Policies" of the notes to our consolidated financial statements included in Part II, Item 8 of this Annual Report on Form 10-K, for a description of our other significant accounting policies. The preparation of our consolidated financial statements in conformity with accounting principles generally accepted in the U.S. requires us to make estimates and judgments that affect the amounts reported in those financial statements and accompanying notes. Although we believe that the estimates we use are reasonable, due to the inherent uncertainty involved in making those estimates, actual results reported in future periods could differ from those estimates.

#### ***Revenue Recognition***

We derive our revenues from subscriptions and professional services. We recognize revenues when a contract exists between the Company and a customer and upon transfer of control of promised products or services to such customer in an amount that reflects the consideration we expect to receive in exchange for those products or services. We enter into contracts that can include various combinations of subscriptions and professional services, which may be capable of being distinct and accounted for as separate performance obligations, or in the case of offerings such as subscriptions, services and support, accounted for as a single performance obligation. Revenues are recognized net of allowances and any taxes collected from customers, which are subsequently remitted to governmental authorities.

We determine 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; and
- Recognition of revenues when, or as, the Company satisfies a performance obligation

#### *Subscription Revenues*

Subscription revenues primarily consist of fees for providing customers access to our solutions, with routine customer support and maintenance related to email and phone support, bug fixes, and unspecified software updates and upgrades released when and if available during the maintenance term. Revenues are generally recognized on a ratable basis over the contract term beginning on the date that our service is made available to the customer, which we believe best reflects the manner in which our customers utilize our subscription offerings. Arrangements with customers do not provide the customer with the right to take possession of the software supporting the cloud-based application service at any time and, as a result, are accounted for as a service contract. Generally, our subscription contracts for the nCino Bank Operating System are three years or longer in length, billed annually in advance, are non-cancelable, and do not contain refund-type provisions. Subscription contracts for SimpleNexus typically range from one to three years and are generally billed monthly in advance. Subscription arrangements for the nCino Bank Operating System that are cancelable generally have penalty clauses.

#### *Professional Services and Other Revenues*

Professional services and other revenues primarily consist of fees for deployment, configuration, and optimization services, as well as training. The majority of our professional services contracts revenues are recognized over time based on a proportional performance methodology which utilizes input methods. Professional services contracts are billed on a time and materials or fixed fee basis.

#### *Contracts with Multiple Performance Obligations*

Most of our contracts with customers contain multiple performance obligations. For these contracts, we account for individual performance obligations separately if they are distinct. The transaction price is allocated to the separate performance obligations on a relative standalone selling price (“SSP”) basis. We determine SSP by considering its overall pricing objectives and market conditions. Significant pricing practices taken into consideration include our discounting practices, the size and volume of our transactions, the customer demographic, the geographic area where services are sold, price lists, our go-to-market strategy, historical sales, and contract prices. As our go-to-market strategies evolve, we may modify its pricing practices in the future, which could result in changes to SSP.

Given the variability of pricing, we use a range of SSP. We determine the SSP range using information that may include market conditions or other observable inputs. We typically have more than one SSP for individual products and services due to the stratification of products and services by customer size.

Remaining performance obligations (“RPOs”) represent contracted revenues that have not yet been recognized, including deferred revenue and unbilled amounts that we expect will be recognized as revenues in future periods. Our reported RPO balance is influenced by several factors, including the timing of renewals, average contract terms, and foreign currency exchange rates. Because we often enter into large, multi-year contracts and the timing of renewal of these contracts varies by customer, our reported RPOs may fluctuate significantly from period to period, and we do not believe this measure is a useful gauge of our future performance. For these reasons, we do not use RPOs as a tool for managing our business.

#### ***Business Combinations***

We use our best estimates and assumptions to assign fair value to tangible and intangible assets acquired and liabilities assumed at the acquisition date. The estimates of fair value require management to make estimates of, among other things, future expected cash flows, obsolescence life and factor, and discount rates. The excess of the purchase price over the fair value of net assets acquired is recorded as goodwill. While we use our best estimates and assumptions, our estimates are inherently uncertain and subject to refinement. As a result, during the measurement period, which may be up to one year from the acquisition date, the Company may record adjustments to the fair value of these tangible and intangible assets acquired and liabilities assumed, with the corresponding offset to goodwill. Upon conclusion of the measurement period or final determination of the fair value of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments are

recorded to the Company's consolidated statements of operations. Determining the useful life of an intangible asset also requires judgment as different types of intangible assets have different lives.

### ***Income Taxes***

Accrued income taxes are reported as a component of either accounts receivable or other accrued liabilities, as appropriate, in our consolidated balance sheets and reflect our estimate of income taxes to be paid or received.

Deferred income taxes represent the amount of future income taxes to be paid or refunded and are accounted for using the asset and liability method. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. We recognize deferred tax assets for temporary deductible differences and deferred tax liabilities for temporary taxable differences. Deferred tax assets are also recorded for any tax attributes, such as net operating losses and tax credit carryforwards.

A valuation allowance is provided against a deferred tax asset when we determine that it is more likely than not that all, or a portion of, the balance will not be realized. This requires management to utilize significant judgement and the use of estimates. Any realization of the Company's deferred tax assets is based upon the evaluation of four sources of taxable income, the future reversals of taxable temporary differences, future taxable income exclusive of reversing temporary differences and carryforwards, taxable income in prior carryback years, and tax-planning strategies. At January 31, 2023, we determined that it is more likely than not that the majority of our deferred tax assets will not be realized and as such, recorded a valuation allowance of \$138.4 million against our deferred tax assets of \$192.4 million as of that date.

The Company is subject to income tax in the U.S., multiple state and local jurisdictions and various foreign countries. The tax laws and regulations in each jurisdiction may be interpreted differently in certain situations, which could result in differing financial results. The Company is required to exercise judgement regarding the application of these tax laws and regulations. Through this judgement process, the Company will evaluate and recognize any tax liabilities related to any income tax uncertainties. Due to the complexity of any uncertainty, the ultimate resolution may result in a remittance that is different from the current estimate of any tax liabilities.

### **Recent Accounting Pronouncements**

See Note 2 "Summary of Significant Accounting Policies" of the notes to our consolidated financial statements included in Part II, Item 8 of this Annual Report on Form 10-K for recently adopted accounting pronouncements and recently issued accounting pronouncements not yet adopted if applicable.

### **Item 7A. Quantitative and Qualitative Disclosures About Market Risk**

We are exposed to market risks in the ordinary course of our business. Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily the result of fluctuations in interest rates and foreign currency exchange rates.

#### ***Interest Rate Risk***

At January 31, 2023, we had cash, cash equivalents and restricted cash of \$87.4 million, which consisted primarily of bank deposits and money market funds. Interest-earning instruments carry a degree of interest rate risk. However, our historical interest income has not fluctuated significantly. A hypothetical 10% change in interest rates would not have had a material impact on our financial results included in this Annual Report on Form 10-K. We do not enter into investments for trading or speculative purposes and have not used any derivative financial instruments to manage our interest rate risk exposure.

On February 11, 2022, we entered into a senior secured revolving credit facility of up to \$50.0 million. Borrowings bear interest, at the Company's option, at: (i) a base rate equal to the greater of (a) the lender's "prime rate", (b) the federal funds rate plus 0.50%, and (c) the Bloomberg Short Term Bank Yield Index ("BSBY") rate plus 1.00%, plus a margin of 0.00% (provided that the base rate shall not be less than 0.00%); or (ii) the BSBY rate (provided that the BSBY shall not be less than 0.00%), plus a margin of 1.00%. As a result, we are exposed to increased interest rate risk as we make draws. At January 31, 2023, we had \$30.0 million outstanding under the Credit Facility. We are exposed to the risk of increasing interest rates as the Credit Facility is at a variable interest rate. As of January 31, 2023, the applicable interest rate was approximately 5.57%. A hypothetical 100 basis point change in interest rates would not have had a material impact on our financial results included in

this Annual Report on Form 10-K. See Note 15, "Revolving Credit Facility" of the notes to our consolidated financial statements included in Part II, Item 8 of this Annual Report on Form 10-K for additional information.

***Foreign Currency Exchange Risk***

Our reporting currency is the U.S. dollar and the functional currency of each of our subsidiaries is its local currency. The assets and liabilities of each of our subsidiaries are translated into U.S. dollars at exchange rates in effect at each balance sheet date. Revenues and expenses are translated using the average exchange rate for the relevant period. Equity transactions are translated using historical exchange rates. Decreases in the relative value of the U.S. dollar to other currencies may negatively affect revenues and other operating results as expressed in U.S. dollars. Foreign currency translation adjustments are accounted for as a component of accumulated other comprehensive income (loss) within stockholders' equity. Gains or losses due to transactions in foreign currencies are included in non-operating income (expense), other in our consolidated statements of operations. Furthermore, our customers outside of the U.S. typically pay us in local currency. We have not engaged in hedging of foreign currency transactions to date, although we may choose to do so in the future. We do not believe that an immediate 10% increase or decrease in the relative value of the U.S. dollar to other currencies would have a material effect on operating results or financial condition.

**Item 8. Financial Statements and Supplementary Data**

**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**

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## Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of nCino, Inc.

### Opinion on the Financial Statements

We have audited the consolidated balance sheets of nCino, Inc. (the Company) as of January 31, 2022 and 2023, the related consolidated statements of operations, comprehensive loss, stockholders' equity and cash flows for each of the three years in the period ended January 31, 2023, and the related notes, as well as the financial statement schedule listed in the Index at Item 15.2. (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at January 31, 2022 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended January 31, 2023, in conformity with U.S. generally accepted accounting principles.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (PCAOB), the Company's internal control over financial reporting as of January 31, 2023, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated March 28, 2023 expressed an unqualified opinion thereon.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's 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 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 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 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 financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters 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 matters below, providing a separate opinion on the critical audit matters or on the accounts or disclosures to which they relate.

### Revenue Recognition

#### *Description of the Matter*

As discussed in Note 2, the Company derives revenues primarily from subscription services and professional services. Revenues are recognized when a contract exists between the Company and a customer and upon transfer of control of promised products or services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those products or services. The Company enters into contracts that can include various combinations of subscription and professional services, which may be capable of being distinct and accounted for as separate performance obligations, or in the case of offerings such as subscription services and support, accounted for as a single performance obligation. For contracts that contain multiple performance obligations, the Company accounts for individual performance obligations separately if they are distinct. The transaction price is allocated to the separate performance obligations on a relative standalone selling price ("SSP") basis.

The audit effort in evaluating the Company's accounting for revenue recognition was extensive and required auditor judgment for certain customer contracts to evaluate the terms and conditions, identify distinct performance obligations and support the estimation of the standalone selling price (SSP) of each performance obligation which is based in part on customer pricing, customer demographic and geographic area where services are sold.

*How We Addressed  
the Matter in Our  
Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's revenue recognition processes, including controls designed to mitigate the risk of override of controls. This included testing controls over management's review of customer contracts and review of manual revenue journal entries.

To test the Company's accounting for revenue recognition, we performed audit procedures that included, among others, data analytics to validate that the revenue recorded correlated to the deferred revenue and accounts receivable amounts and the accounts receivable amounts ultimately settled in cash. Our audit procedures also included testing a sample of revenue transactions for each of the significant service offerings. For the samples selected, we evaluated terms and conditions, reperformed management's assessment of distinct performance obligations and allocation of consideration within the arrangement as well as tested the application of the revenue recognition accounting requirements, including reperforming calculations of revenue recognized and testing the underlying data used in the calculations. We also assessed the appropriateness of the related disclosures in the consolidated financial statements.

**Business Combination**

*Description of the  
Matter*

As explained in Note 7 to the consolidated financial statements, on January 7, 2022 through a series of mergers, the Company completed the acquisition of SimpleNexus, LLC ("SimpleNexus") for total purchase consideration of approximately \$933.0 million. The acquisition was accounted for as a business combination. The Company recorded intangible assets from this acquisition, including customer relationships and developed technology of \$70.0 million and \$77.5 million respectively. The Company used the multi-period excess earning method to estimate the fair value of the customer relationships and the relief from royalty method to estimate the fair value of the developed technology, each of which are based on management's estimates and assumptions.

Auditing the Company's accounting for its acquisition of SimpleNexus was complex and subjective due to the significant estimation uncertainty in determining the fair value of the above mentioned identified intangible assets, which was primarily due to the sensitivity of the respective fair values to the underlying assumptions. The significant assumptions used in the fair value estimate of the customer relationships intangible asset included the forecasted customer revenues, attrition rate, and discount rate. The significant assumptions used in the fair value estimate of the developed technology intangible asset included forecasted revenues, obsolescence life and factor, and the discount rate. Certain of these significant assumptions for each of the identified intangible assets are forward-looking and could be affected by future economic and market conditions.

*How We Addressed  
the Matter in Our  
Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the estimation process supporting the recognition and measurement of customer relationships and developed technologies, including consideration of any measurement period adjustments. Our tests included controls over the estimation process and valuation models to estimate the fair values of the above identified intangible assets, as well as controls over management's review of the valuation methodologies and significant assumptions discussed above.

To test the estimated fair values of the customer relationship and developed technology intangible assets, we performed, with the assistance of our valuation specialists, audit procedures that included evaluating the Company's selection of the valuation methodologies, testing the significant assumptions, and testing the completeness and accuracy of the underlying data. For example, we compared the significant assumptions in the prospective financial information, including the forecasted revenue growth rates, to current industry and market trends, as well as to the historical performance of the acquired business. We also tested the underlying source information used in the valuation model including the determination of the discount rates and the mathematical accuracy of the calculations as well as independently calculated the fair value estimates to compare to the Company's recorded amounts.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2016.  
Raleigh, North Carolina  
March 28, 2023

## Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of nCino, Inc.

### Opinion on Internal Control Over Financial Reporting

We have audited nCino, Inc.'s internal control over financial reporting as of January 31, 2023, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, nCino, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of January 31, 2023, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets as of January 31, 2022 and 2023, the related consolidated statements of operations, comprehensive loss, stockholders' equity and cash flows for each of the three years in the period ended January 31, 2023, and the related notes, as well as the financial statement schedule listed in the Index at Item 15.2., and our report dated March 28, 2023 expressed an unqualified opinion thereon.

### 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 included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and 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/ Ernst & Young LLP

Raleigh, North Carolina

March 28, 2023

**nCino, Inc.**  
**CONSOLIDATED BALANCE SHEETS**  
(In thousands, except share and per share data)

	January 31, 2022	January 31, 2023
<b>Assets</b>		
Current assets		
Cash and cash equivalents (VIE: \$4,183 and \$2,019 at January 31, 2022 and January 31, 2023, respectively) \$	88,014	\$ 82,036
Accounts receivable, less allowances of \$151 and \$899 at January 31, 2022 and January 31, 2023, respectively	74,528	99,497
Costs capitalized to obtain revenue contracts, current portion, net	7,583	9,386
Prepaid expenses and other current assets	13,384	16,274
<b>Total current assets</b>	<b>183,509</b>	<b>207,193</b>
Property and equipment, net	60,677	84,442
Operating lease right-of-use assets, net	13,170	10,508
Costs capitalized to obtain revenue contracts, noncurrent, net	16,403	18,229
Goodwill	841,487	839,440
Intangible assets, net	180,122	152,825
Investments (related party \$0 and \$2,500 at January 31, 2022 and January 31, 2023, respectively)	4,031	6,531
Other long-term assets	1,615	8,101
<b>Total assets</b>	<b>\$ 1,301,014</b>	<b>\$ 1,327,269</b>
<b>Liabilities, redeemable non-controlling interest, and stockholders' equity</b>		
Current liabilities		
Accounts payable	\$ 11,366	\$ 11,878
Accrued compensation and benefits	21,454	22,623
Accrued expenses and other current liabilities	14,744	10,897
Deferred revenue, current portion	122,643	154,871
Financing obligations, current portion	621	1,015
Operating lease liabilities, current portion	3,548	3,874
<b>Total current liabilities</b>	<b>174,376</b>	<b>205,158</b>
Operating lease liabilities, noncurrent	11,198	7,282
Deferred income taxes, noncurrent	1,675	2,797
Deferred revenue, noncurrent	44	—
Revolving credit facility, noncurrent	—	30,000
Financing obligations, noncurrent	33,478	54,365
Construction liability, noncurrent	9,736	—
<b>Total liabilities</b>	<b>230,507</b>	<b>299,602</b>
Commitments and contingencies (Note 16)		
Redeemable non-controlling interest (Note 3)	2,882	3,589
Stockholders' equity		
Preferred stock, \$0.001 par value; 10,000,000 shares authorized, and none issued and outstanding as of January 31, 2022 and January 31, 2023	—	—
Common stock, \$0.0005 par value; 500,000,000 shares authorized as of January 31, 2022 and January 31, 2023; 109,778,542 and 111,424,132 shares issued and outstanding as of January 31, 2022 and January 31, 2023, respectively	55	56
Additional paid-in capital	1,277,258	1,333,669
Accumulated other comprehensive income (loss)	(72)	694
Accumulated deficit	(209,616)	(310,341)
Total stockholders' equity	1,067,625	1,024,078
<b>Total liabilities, redeemable non-controlling interest, and stockholders' equity</b>	<b>\$ 1,301,014</b>	<b>\$ 1,327,269</b>

The accompanying notes are an integral part of these consolidated financial statements.

nCino, Inc.

**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(In thousands, except share and per share data)

	Fiscal Year Ended January 31,		
	2021	2022	2023
<b>Revenues</b>			
Subscription (related parties \$2,439, \$0, and \$0, respectively)	\$ 162,439	\$ 224,854	\$ 344,752
Professional services and other	41,854	49,011	63,563
Total revenues	204,293	273,865	408,315
<b>Cost of revenues</b>			
Subscription (related party \$34,831, \$41,404, and \$0, respectively) <sup>1</sup>	47,969	64,508	106,265
Professional services and other	40,166	46,905	63,341
Total cost of revenues	88,135	111,413	169,606
<b>Gross profit</b>	116,158	162,452	238,709
<b>Operating expenses</b>			
Sales and marketing	59,731	82,901	127,669
Research and development	58,263	79,363	121,576
General and administrative	40,772	71,545	83,477
Total operating expenses	158,766	233,809	332,722
<b>Loss from operations</b>	(42,608)	(71,357)	(94,013)
<b>Non-operating income (expense)</b>			
Interest income	361	194	403
Interest expense	(130)	(1,514)	(2,807)
Other income (expense), net	1,693	(1,277)	(1,356)
<b>Loss before income taxes</b>	(40,684)	(73,954)	(97,773)
Income tax provision (benefit)	586	(23,833)	4,071
<b>Net loss</b>	(41,270)	(50,121)	(101,844)
Net loss attributable to redeemable non-controlling interest (Note 3)	(1,130)	(1,569)	(1,119)
Adjustment attributable to redeemable non-controlling interest (Note 3)	396	894	1,995
<b>Net loss attributable to nCino, Inc.</b>	<u>\$ (40,536)</u>	<u>\$ (49,446)</u>	<u>\$ (102,720)</u>
<b>Net loss per share attributable to nCino, Inc.:</b>			
Basic and diluted	<u>\$ (0.46)</u>	<u>\$ (0.51)</u>	<u>\$ (0.93)</u>
<b>Weighted average number of common shares outstanding:</b>			
Basic and diluted	<u>87,678,323</u>	<u>96,722,464</u>	<u>110,615,734</u>

<sup>1</sup>See Note 9 "Reseller Agreement" and Note 17 "Related-Party Transactions."

*The accompanying notes are an integral part of these consolidated financial statements.*

**nCino, Inc.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS**  
(In thousands)

	Fiscal Year Ended January 31,		
	2021	2022	2023
<b>Net loss</b>	\$ (41,270)	\$ (50,121)	\$ (101,844)
<b>Other comprehensive income (loss):</b>			
Foreign currency translation	817	(568)	572
<b>Other comprehensive income (loss)</b>	817	(568)	572
<b>Comprehensive loss</b>	(40,453)	(50,689)	(101,272)
<b>Less comprehensive loss attributable to redeemable non-controlling interest:</b>			
Net loss attributable to redeemable non-controlling interest	(1,130)	(1,569)	(1,119)
Foreign currency translation attributable to redeemable non-controlling interest	169	(256)	(194)
<b>Comprehensive loss attributable to redeemable non-controlling interest</b>	(961)	(1,825)	(1,313)
<b>Comprehensive loss attributable to nCino, Inc.</b>	<u>\$ (39,492)</u>	<u>\$ (48,864)</u>	<u>\$ (99,959)</u>

*The accompanying notes are an integral part of these consolidated financial statements.*

**nCino, Inc.**
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
**(In thousands, except share data)**

	Common Stock		Voting Common Stock		Non-voting Common Stock		Additional Paid-in Capital	Other Comprehensive Income (Loss)	Accumulated Deficit	Total
	Shares	Amount	Shares	Amount	Shares	Amount				
Balance, January 31, 2020	—	\$ —	75,596,007	\$ 38	5,931,319	\$ 3	\$ 288,564	\$ (408)	\$ (120,924)	\$ 167,273
Issuance of common stock in connection with initial public offering, net of underwriting discounts and commissions	9,269,000	5	—	—	—	—	268,370	—	—	268,375
Costs in connection with initial public offering	—	—	—	—	—	—	(4,534)	—	—	(4,534)
Exercise of stock options	1,983,169	1	325,530	—	—	—	8,744	—	—	8,745
Reclassification of voting and non-voting common stock	81,852,856	41	(75,921,537)	(38)	(5,931,319)	(3)	—	—	—	—
Stock issuance upon vesting of restricted stock units	253,042	—	—	—	—	—	—	—	—	—
Stock issuance of contingent consideration	285,692	—	—	—	—	—	—	—	—	—
Stock-based compensation	—	—	—	—	—	—	25,208	—	—	25,208
Other comprehensive income	—	—	—	—	—	—	—	648	—	648
Net loss attributable to nCino, Inc., including adjustment to redeemable non-controlling interest	—	—	—	—	—	—	(396)	—	(40,140)	(40,536)
Balance, January 31, 2021	93,643,759	47	—	—	—	—	585,956	240	(161,064)	425,179
Stock issuance related to business combination, net of issuance costs of \$210	12,762,146	7	—	—	—	—	647,292	—	—	647,299
Exercise of stock options	2,758,904	1	—	—	—	—	13,906	—	—	13,907
Stock issuance upon vesting of restricted stock units	559,191	—	—	—	—	—	—	—	—	—
Stock issuance under the employee stock purchase plan	54,542	—	—	—	—	—	2,543	—	—	2,543
Stock-based compensation	—	—	—	—	—	—	28,455	—	—	28,455
Other comprehensive loss	—	—	—	—	—	—	—	(312)	—	(312)
Net loss attributable to nCino, Inc., including adjustment to redeemable non-controlling interest	—	—	—	—	—	—	(894)	—	(48,552)	(49,446)
Balance, January 31, 2022	109,778,542	55	—	—	—	—	1,277,258	(72)	(209,616)	1,067,625
Exercise of stock options	579,662	1	—	—	—	—	3,749	—	—	3,750
Stock issuance upon vesting of restricted stock units	883,561	—	—	—	—	—	—	—	—	—
Stock issuance under the employee stock purchase plan	182,367	—	—	—	—	—	4,450	—	—	4,450
Stock-based compensation	—	—	—	—	—	—	50,207	—	—	50,207
Other comprehensive income	—	—	—	—	—	—	—	766	—	766
Net loss attributable to nCino, Inc., including adjustment to redeemable non-controlling interest	—	—	—	—	—	—	(1,995)	—	(100,725)	(102,720)
Balance, January 31, 2023	111,424,132	\$ 56	—	\$ —	—	\$ —	\$ 1,333,669	\$ 694	\$ (310,341)	\$ 1,024,078

The accompanying notes are an integral part of these consolidated financial statements.

**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In thousands)

	Fiscal Year Ended January 31,		
	2021	2022	2023
<b>Cash flows from operating activities</b>			
Net loss attributable to nCino, Inc.	\$ (40,536)	\$ (49,446)	\$ (102,720)
Net loss and adjustment attributable to redeemable non-controlling interest	(734)	(675)	876
Net loss	(41,270)	(50,121)	(101,844)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Depreciation and amortization	7,431	10,006	34,652
Non-cash operating lease costs	—	2,534	3,840
Amortization of costs capitalized to obtain revenue contracts	4,682	5,779	8,459
Amortization of debt issuance costs	—	—	177
Stock-based compensation	25,208	28,477	50,232
Deferred income taxes	168	(24,280)	1,627
Provision for bad debt	100	90	806
Net foreign currency (gains) losses	(1,691)	1,860	1,548
Change in operating assets and liabilities:			
Accounts receivable	(20,614)	(13,507)	(26,795)
Accounts receivable, related parties	9,201	—	—
Costs capitalized to obtain revenue contracts	(8,967)	(11,045)	(12,235)
Prepaid expenses and other assets	(3,342)	(2,503)	(3,433)
Accounts payable	346	8,796	35
Accounts payable, related parties	956	(4,363)	—
Accrued expenses and other current liabilities	6,740	7,311	(1,210)
Deferred rent	(52)	—	—
Deferred revenue	38,339	24,317	33,527
Deferred revenue, related parties	(8,013)	—	—
Operating lease liabilities	—	(2,580)	(4,767)
<b>Net cash provided by (used in) operating activities</b>	<b>9,222</b>	<b>(19,229)</b>	<b>(15,381)</b>
<b>Cash flows from investing activities</b>			
Acquisition of business, net of cash acquired	—	(268,994)	676
Acquisition of assets	—	—	(563)
Purchases of property and equipment	(4,338)	(5,463)	(18,338)
Purchase of investments (related party \$0, \$0, and \$2,500, respectively)	—	(4,031)	(2,500)
<b>Net cash used in investing activities</b>	<b>(4,338)</b>	<b>(278,488)</b>	<b>(20,725)</b>
<b>Cash flows from financing activities</b>			
Proceeds from initial public offering, net of underwriting discounts and commissions	268,375	—	—
Payments of costs related to initial public offering	(2,765)	—	—
Proceeds from borrowings on revolving credit facility	—	—	50,000
Payments on revolving credit facility	—	—	(20,000)
Payments of debt issuance costs	—	—	(367)
Stock issuance costs	—	(210)	—
Exercise of stock options	8,745	13,907	3,750
Stock issuance under the employee stock purchase plan	—	2,543	4,450
Contingent consideration payments	(197)	—	—
Principal payments on financing obligations	(37)	(318)	(1,121)
<b>Net cash provided by financing activities</b>	<b>274,121</b>	<b>15,922</b>	<b>36,712</b>
Effect of foreign currency exchange rate changes on cash, cash equivalents, and restricted cash	1,236	(1,231)	(1,587)
<b>Net increase (decrease) in cash, cash equivalents, and restricted cash</b>	<b>280,241</b>	<b>(283,026)</b>	<b>(981)</b>
Cash, cash equivalents, and restricted cash, beginning of period	91,184	371,425	88,399
<b>Cash, cash equivalents, and restricted cash, end of period</b>	<b>\$ 371,425</b>	<b>\$ 88,399</b>	<b>\$ 87,418</b>

**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)**  
**(In thousands)**

	Fiscal Year Ended January 31,		
	2021	2022	2023
<b>Reconciliation of cash, cash equivalents, and restricted cash, end of period:</b>			
Cash and cash equivalents	\$ 371,425	\$ 88,014	\$ 82,036
Restricted cash included in other long-term assets	—	385	5,382
Total cash, cash equivalents, and restricted cash, end of period	<u>\$ 371,425</u>	<u>\$ 88,399</u>	<u>\$ 87,418</u>
<b>Supplemental disclosure of cash flow information</b>			
Cash paid for taxes, net of refunds	\$ 631	\$ 1,003	\$ 664
Cash paid for interest	\$ 130	\$ 1,514	\$ 2,617
<b>Supplemental disclosure of noncash investing and financing activities</b>			
Purchase of property and equipment, accrued but not paid	\$ 14	\$ 11,225	\$ 720
Building-leased facility acquired through financing obligation	\$ 16,300	\$ 18,154	\$ 22,402
Fair value of common stock issued as consideration for business acquisition	\$ —	\$ 647,509	\$ —
Costs related to initial public offering, reclassified from other long term assets to equity	\$ 1,769	\$ —	\$ —
Accrued purchase price related to acquisitions	\$ —	\$ 54	\$ 356
Measurement period adjustment relating to business acquisition	\$ —	\$ —	\$ 1,285

*The accompanying notes are an integral part of these consolidated financial statements.*

**nCino, Inc.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(In thousands, except share and per share amounts and unless otherwise indicated)****Note 1. Organization and Description of Business**

**Organization:** On November 16, 2021, nCino, Inc. (now nCino OpCo, Inc., "nCino OpCo") entered into an Agreement and Plan of Merger (the "Merger Agreement") with Penny HoldCo, Inc. (now nCino, Inc., "nCino, Inc."), a Delaware corporation incorporated on November 12, 2021 as a wholly-owned subsidiary of nCino OpCo, and certain other parties. On January 7, 2022, in connection with the closing of the transactions contemplated by the Merger Agreement, Penny HoldCo, Inc. changed its name to nCino, Inc. and nCino, Inc. changed its name to nCino OpCo, Inc. and became a wholly-owned subsidiary of nCino, Inc.

nCino OpCo was initially organized as a North Carolina limited liability company named BANKR, LLC on December 13, 2011. On April 3, 2012, BANKR, LLC was renamed nCino, LLC which was reincorporated as nCino, Inc. (now nCino OpCo) in the State of Delaware on December 18, 2013.

**Merger:** On January 7, 2022, pursuant to the Merger Agreement, nCino, Inc. and nCino OpCo completed a series of mergers in which nCino, Inc. became the parent of nCino OpCo and SimpleNexus, LLC ("SimpleNexus"). Each share of nCino OpCo common stock, par value \$0.0005 per share issued and outstanding was converted into one fully paid and nonassessable share of nCino, Inc. common stock, par value \$0.0005. nCino, Inc. became the successor issuer and reporting company to nCino OpCo pursuant to Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended. On January 10, 2022, shares of nCino OpCo were suspended from trading on the Nasdaq Global Select Market, and shares of nCino, Inc. commenced using nCino OpCo's trading history under the ticker symbol "NCNO".

See Note 7 "Business Combinations" for additional information regarding the SimpleNexus acquisition.

Unless otherwise indicated or the context otherwise requires, references to "we," "us," "our," "nCino," and the "Company" refer to nCino, Inc. and its consolidated subsidiaries after the Merger Agreement and to nCino OpCo, Inc. (formerly known as nCino, Inc.) and its consolidated subsidiaries before the Merger Agreement.

**Description of Business:** The Company is a software-as-a-service ("SaaS") company that provides software applications to financial institutions to streamline employee and client interactions. The Company is headquartered in Wilmington, North Carolina and has various locations in the US, North America, Europe and Asia Pacific.

**Fiscal Year End:** The Company's fiscal year ends on January 31.

**Note 2. Summary of Significant Accounting Policies**

**Principles of Consolidation and Basis of Presentation:** The accompanying consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP") as set forth in the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC"). The consolidated financial statements include accounts of the Company's wholly-owned subsidiaries as well as a variable interest entity in which the Company is the primary beneficiary. All intercompany accounts and transactions are eliminated.

The Company is subject to the normal risks associated with technology companies that have not demonstrated sustainable income from operations, including product development, the risk of customer acceptance and market penetration of its products and services and, ultimately, the need to attain profitability to generate positive cash resources.

**Initial Public Offering:** On July 13, 2020, the Company's Registration Statement on Form S-1 relating to the initial public offering ("IPO") of its common stock was declared effective by the Securities and Exchange Commission ("SEC"). Prior to the closing of the IPO, the Company's certificate of incorporation was amended such that all outstanding shares of voting common stock and non-voting common stock were reclassified into a single class of stock designated as common stock which has one vote per share. In addition, effective upon the closing of the IPO, the Company's certificate of incorporation was amended and restated such that the total number of shares of common stock authorized to issue, par value \$0.0005, was increased to 500,000,000 shares and the total number of shares of preferred stock authorized to issue, par value

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\$0.001, was increased to 10,000,000 shares. In connection with the IPO, the Company issued and sold 9,269,000 shares of common stock (including shares issued pursuant to the exercise in full of the underwriters' option to purchase additional shares) at a public offering price of \$31.00 per share for net proceeds of \$268.4 million, after deducting underwriters' discounts and commissions.

Prior to the IPO, deferred offering costs, which consisted of legal, accounting, consulting and other direct fees, and costs relating to the IPO, were capitalized in other long-term assets. Upon consummation of the IPO, these costs were offset against the proceeds from the IPO and recorded in additional paid-in capital.

**Secondary Public Offering:** On October 13, 2020, the Company completed an underwritten secondary public offering of 7,712,985 shares of common stock (including shares issued pursuant to the exercise in full of the underwriters' option to purchase additional shares) (the "Secondary Offering") held by certain stockholders of the Company (the "Selling Stockholders"). The Company did not offer any shares of common stock in the Secondary Offering and did not receive any proceeds from the sale of the shares of common stock by the Selling Stockholders. The Company incurred costs of \$1.0 million in relation to the Secondary Offering for the fiscal year ended January 31, 2021 and such costs are recorded as a component of general and administrative expenses on the consolidated statements of operations. The Company received \$1.7 million in cash (excluding withholding taxes) in connection with the exercise of 554,112 options by certain stockholders participating in the Secondary Offering. In addition, concurrent with the pricing of the Secondary Offering, the underwriters in the Company's IPO released an additional 367,561 shares from lock-up agreements, signed in connection with the IPO, with stockholders who did not participate in the Secondary Offering. The release consisted of both outstanding shares and shares subject to options.

**Use of Estimates:** The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates and assumptions made by the Company's management are used for, but not limited to, revenue recognition including determining the nature and timing of satisfaction of performance obligations, variable consideration, and stand-alone selling price; the average period of benefit associated with costs capitalized to obtain revenue contracts; fair value of assets acquired and liabilities assumed for business combinations; the useful lives of intangible assets; income taxes and the related valuation allowance on deferred tax assets; redemption value of redeemable non-controlling interest; and stock-based compensation. The Company assesses these estimates on a regular basis using historical experience and other factors. Actual results could differ from these estimates.

**Operating Segments:** The Company operates as one operating segment. Operating segments are defined as components of an enterprise for which separate financial information is available and evaluated regularly by the chief operating decision maker, which is the Company's chief executive officer, in deciding how to make operating decisions, allocate resources, and assess performance. The Company's chief operating decision maker allocates resources and assesses performance at the consolidated level.

**Concentration of Credit Risk and Significant Customers:** The Company's financial instruments that are exposed to concentration of credit risk consist primarily of cash, cash equivalents, restricted cash and accounts receivable. The Company's cash and cash equivalents exceeded federally insured limits at January 31, 2022 and January 31, 2023. The Company maintains its cash, cash equivalents and restricted cash with high-credit-quality financial institutions.

As of January 31, 2022, one individual customer represented more than 12% of accounts receivable and, as of January 31, 2023, no individual customer represented over 10% of accounts receivable. For the fiscal years ended January 31, 2022 and 2023, no individual customer represented more than 10% of the Company's total revenues.

**Revenue Recognition:** The Company derives revenues primarily from subscription services and professional services. Revenues are recognized when a contract exists between the Company and a customer and upon transfer of control of promised products or services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those products or services. The Company enters into contracts that can include various combinations of subscription and professional services, which may be capable of being distinct and accounted for as separate performance obligations, or in the case of offerings such as subscription services and support, accounted for as a single performance

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obligation. Revenues are recognized net of allowances and any taxes collected from customers, which are subsequently remitted to governmental authorities.

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; and
- Recognition of revenues when, or as, the Company satisfies a performance obligation.

*Subscription Revenues*

Subscription revenues primarily consist of fees for providing customers access to the Company's solutions, with routine customer support and maintenance related to email and phone support, bug fixes, and unspecified software updates, and upgrades released when and if available during the maintenance term. Revenues are generally recognized on a ratable basis over the contract term beginning on the date that the Company's service is made available to the customer, which the Company believes best reflects the manner in which the Company's customers utilize the Company's subscription offerings. Arrangements with customers do not provide the customer with the right to take possession of the software supporting the Company's solutions at any time and, as a result, are accounted for as a service contract. Generally, the Company's subscription contracts are three years or longer in length, billed annually in advance, are non-cancelable, and do not contain refund-type provisions. SimpleNexus contracts typically range from one to three years and are generally billed monthly in advance. Subscription arrangements that are cancelable generally have penalty clauses.

*Professional Services and Other Revenues*

Professional services revenues primarily consist of fees for deployment, configuration, and optimization services, training. The majority of the Company's professional services contract revenues are recognized over time based on a proportional performance methodology which utilizes input methods. The Company's professional services contracts are billed on a time and materials or fixed fee basis.

*Contracts with Multiple Performance Obligations*

Most of the Company's contracts with customers contain multiple performance obligations. For these contracts, the Company accounts for individual performance obligations separately if they are distinct. The transaction price is allocated to the separate performance obligations on a relative standalone selling price ("SSP") basis. The Company determines SSP by considering its overall pricing objectives and market conditions. Significant pricing practices taken into consideration include the Company's discounting practices, the size and volume of the Company's transactions, the customer demographic, the geographic area where services are sold, price lists, the Company's go-to-market strategy, historical sales, and contract prices. As the Company's go-to-market strategies evolve, the Company may modify its pricing practices in the future, which could result in changes to SSP.

Given the variability of pricing, the Company uses a range of SSP. The Company determines the SSP range using information that may include market conditions or other observable inputs. The Company typically has more than one SSP for individual products and services due to the stratification of products and services by customer size.

*Costs Capitalized to Obtain Revenue Contracts*

The Company capitalizes incremental costs of obtaining a non-cancelable subscription and support revenue contract if the Company expects the benefit of those costs to be longer than one year. The capitalized amounts are subsequently

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amortized over the estimated life of the contract. Capitalized amounts consist primarily of sales commissions paid to the Company's direct sales force. Capitalized amounts also include (1) amounts paid to employees other than the direct sales force who earn incentive payouts under annual compensation plans that are tied to the value of contracts acquired and (2) the associated payroll taxes and fringe benefit costs associated with the payments to these employees. Capitalized costs related to new revenue contracts are amortized on a straight-line basis over four to five years, which, although longer than the typical initial contract period, reflects the average period of benefit, including expected contract renewals. In arriving at this average period of benefit, the Company evaluated both qualitative and quantitative factors which included the estimated life cycles of its offerings and its customer attrition. The capitalized amounts are recoverable through future revenue streams under all non-cancelable customer contracts. The Company periodically evaluates whether there have been any changes in its business, the market conditions in which it operates, or other events which would indicate that its amortization period should be changed or if there are potential indicators of impairment. Amortization of capitalized costs to obtain revenue contracts is included in sales and marketing expense in the accompanying consolidated statements of operations.

#### *Judgments*

Contracts with customers may include multiple services requiring allocation of the transaction price across the different performance obligations.

Standalone selling price is established by maximizing the amount of observable inputs, primarily actual historical selling prices for performance obligations where available and includes consideration of factors such as go-to-market model and customer size. Where standalone selling price may not be observable (e.g., the performance obligation is not sold separately), the Company maximizes the use of observable inputs by using information that may include reviewing pricing practices, performance obligations with similar customers, and selling models.

Capitalized costs to obtain a contract are amortized over the expected period of benefit, which the Company has determined, based on analysis, to be approximately four to five years. The Company evaluated qualitative and quantitative factors to determine the period of amortization, including contract length, renewals, customer life, and the useful lives of our products and acquired products. When the expected period of benefit of an asset which would be capitalized is less than one year, the Company expenses the amount as incurred, utilizing the practical expedient. The Company regularly evaluates whether there have been changes in the underlying assumptions and data used to determine the amortization period.

At times, the Company provides credits or incentives to its customers. Known and estimable credits and incentives represent a form of variable consideration, which are determined at contract inception and reduce the revenues recognized for a particular contract. At the end of each reporting period, the Company reviews and updates its estimates as additional information becomes available. The Company believes that there will not be significant changes to its estimates of variable consideration as of January 31, 2023.

The Company evaluates whether it is the principal (i.e., report revenues on a gross basis) or agent (i.e., report revenues on a net basis) with respect to vendor reseller agreements pursuant to which the Company resells certain third-party solutions along with the Company's solutions. Generally, the Company reports revenues from these types of contracts on a gross basis, meaning the amounts billed to customers are recorded as revenues and expenses incurred are recorded as cost of revenues. Where the Company is the principal, it first obtains control of the inputs to the specific good or service and directs their use to create the combined output. The Company's control is evidenced by its involvement in the integration of the good or service on its platform before it is transferred to its customers and is further supported by the Company being primarily responsible to its customers and having a level of discretion in establishing pricing. Revenues provided from agreements in which the Company is an agent are immaterial to these consolidated financial statements.

**Deferred Revenue:** Deferred revenue primarily consists of billings or payments received in advance of revenue recognition from subscription services, including non-cancellable and non-refundable committed funds and deposits. Deferred revenue is recognized as revenue recognition criteria has been met. Customers are typically invoiced for these agreements in advance of regular annual installments and revenues are recognized ratably over the contractual subscription period. The deferred revenue balance is influenced by several factors, including seasonality, the compounding effects of renewals, invoice duration, invoice timing, size and new business linearity. Deferred revenue does not represent the total contract value of annual or multi-year non-cancellable subscription agreements. Deferred revenue that will be recognized during the succeeding 12-

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month period are recorded as deferred revenue, current portion, and the remaining portion is recorded as deferred revenue, net of current portion on the consolidated balance sheets.

Payment terms vary by contract, although terms generally include a requirement of payment within 30 to 45 days. In instances where the timing of revenue recognition differs from the timing of invoicing, the Company has determined contracts generally do not include a significant financing component. The primary purpose of invoicing terms is to provide customers with simplified and predictable ways of purchasing services, such as invoicing at the beginning of a subscription term with revenues recognized ratably over the contract period, and not to provide financing to customers. Any implied financing costs are considered insignificant in the context of the Company's contracts.

**Cash and Cash Equivalents:** The Company considers all highly liquid investments purchased with an original maturity of three months or less at the date of purchase to be cash equivalents. Cash equivalents are stated at fair value.

**Restricted Cash:** Restricted cash primarily consists of a minimum cash balance the Company maintains with a lender under the Company's revolving credit facility. The remaining restricted cash consists of deposits held as collateral for the Company's bank guarantees issued in place of security deposits for certain property leases and credit cards. Restricted cash is included in other long-term assets at January 31, 2022 and January 31, 2023 on the consolidated balance sheets.

**Accounts Receivable and Allowances:** A receivable is recorded when an unconditional right to invoice and receive payment exists, such that only the passage of time is required before payment of consideration is due. Timing of revenue recognition may differ from the timing of invoicing to customers. Certain performance obligations may require payment before delivery of the service to the customer. The Company recognizes a contract asset in the form of accounts receivable when the Company has an unconditional right to payment, and the Company records a contract asset in the form of unbilled accounts receivable when revenues earned on a contract exceeds the billings. The Company's standard billing terms are annual in advance, while SimpleNexus' standard billing terms are monthly in advance. An unbilled accounts receivable is a contract asset related to the delivery of the Company's subscription services and professional services for which the related billings will occur in a future period. Unbilled accounts receivable consists of (i) revenues recognized for professional services performed but not yet billed and (ii) revenues recognized from non-cancelable, multi-year orders in which fees increase annually but for which the Company is not contractually able to invoice until a future period. Accounts receivable are reported at their gross outstanding balance reduced by an allowance for estimated receivable losses, which includes allowances for doubtful accounts and a reserve for expected credit losses.

The Company records allowances for doubtful accounts based upon the credit worthiness of customers, historical experience, the age of the accounts receivable, current market and economic conditions, and supportable forecasts about the future. Relevant risk characteristics include customer size and historical loss patterns. This estimate is analyzed quarterly and adjusted as necessary.

A summary of activity in the allowance for doubtful accounts and reserve for expected credit losses is as follows:

	Fiscal Year Ended January 31,		
	2021	2022	2023
Balance, beginning of period	\$ —	\$ 88	\$ 151
Charged to bad debt expense	100	90	806
Write-offs and other	(17)	(24)	(55)
Translation adjustments	5	(3)	(3)
Balance, end of period	<u>\$ 88</u>	<u>\$ 151</u>	<u>\$ 899</u>

**Leases:** The Company determines if an arrangement is or contains a lease at inception date based on whether there is an identified asset and whether the Company controls the use of the identified asset throughout the period of use. The Company determines the classification of the lease, whether operating or financing, at the lease commencement date, which is the date the leased assets are made available for use. The Company accounts for lease and non-lease components as a single lease component for its facilities and equipment leases. The Company did not have any finance leases as of January 31, 2023.

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Operating lease right-of-use ("ROU") assets and lease liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. The lease term reflects the noncancelable period of the lease together with options to extend or terminate the lease when it is reasonably certain the Company will exercise such option. Variable costs, such as common area maintenance costs, are not included in the measurement of the ROU assets and lease liabilities, but are expensed as incurred. The Company's leases do not generally provide an implicit rate; therefore, the Company uses its incremental borrowing rate in determining the present value of the lease payments. Lease expense is recognized on a straight-line basis over the lease term.

The Company does not recognize ROU assets or lease liabilities for leases with a term of 12 months or less. Lease expense for such leases is recognized on a straight-line basis over the lease term.

**Property and Equipment:** Property and equipment are stated at cost less accumulated depreciation. Depreciation is calculated on the straight-line method over the estimated useful lives of the assets and commences once the asset is placed in service or is ready for its intended use. The estimated useful lives by asset classification are generally as follows:

<b>Asset Classification</b>	<b>Estimated Useful Life</b>
Furniture and fixtures	3-7 years
Computers and equipment	3 years
Buildings	40 years
Leasehold improvements	Shorter of remaining life of the lease term or estimated useful life

When assets are retired or otherwise disposed of, the cost and accumulated depreciation or amortization are removed from their respective accounts, and any gain or loss on such retirement is reflected in operating expenses.

**Financing Obligations:** The Company records assets and liabilities for lease arrangements where the Company has continued involvement due to purchase options and is deemed to be the owner for accounting purposes.

**Intangible Assets:** Intangible assets are amortized over their estimated useful lives. Each period, the Company evaluates the estimated remaining useful life of its intangible assets and whether events or changes in circumstances warrant a revision to the remaining period of amortization.

**Impairment Assessment:** The Company evaluates intangible assets and long-lived assets for possible impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. This includes but is not limited to significant adverse changes in business climate, market conditions, or other events that indicate an asset's carrying amount may not be recoverable. Recoverability of these assets is measured by comparing the carrying amount of each asset to the future undiscounted cash flows the asset is expected to generate. If the undiscounted cash flows used in the test for recoverability are less than the carrying amount of these assets, the carrying amount of such assets is reduced to fair value. There were no material impairments of intangible assets or long-lived assets during the fiscal years ended January 31, 2021, 2022, and 2023.

**Goodwill:** Goodwill represents the excess of the purchase price in a business combination over the fair value of net assets acquired. Goodwill is not amortized, but rather the carrying amounts of these assets are assessed for impairment at least annually or whenever events or changes in circumstances indicate that the carrying value of these assets may not be recoverable. Goodwill is tested for impairment annually on November 1, the first day of the fourth quarter of the fiscal year, or more frequently if circumstances indicate an impairment may have occurred between annual impairment tests. The Company has one reporting unit, therefore the Company evaluates goodwill for impairment at the entity level. To perform its impairment testing, the Company first assesses qualitative factors to determine whether it is more likely than not that the fair value of its single reporting unit is less than its carrying amount. The qualitative factors we consider include, but are not limited to, macroeconomic conditions, industry and market conditions, company-specific events, changes in circumstances and our share price. If the qualitative factors indicate that the fair value of the reporting unit is greater than the carrying value of the net assets assigned to the reporting unit, then we do not consider the assigned goodwill to be impaired. If it is determined that it is more likely than not that the fair value of the Company is less than the carrying amount, a quantitative assessment is performed by comparing the fair value of a reporting unit with its carrying amount. The Company may elect to bypass the qualitative

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assessment and perform the quantitative assessment. An impairment loss is recognized in an amount equal to the excess of the reporting unit's carrying value over its fair value, up to the amount of goodwill allocated to the reporting unit. There is no goodwill impairment for the fiscal years ended January 31, 2021, 2022, and 2023.

**Variable Interest Entity:** The Company holds an interest in a Japanese company ("nCino K.K.") that is considered a variable interest entity ("VIE"). nCino K.K. is considered a VIE as it has insufficient equity capital to finance its activities without additional financial support. The Company is the primary beneficiary of nCino K.K. as it has the power over the activities that most significantly impact the economic performance of nCino K.K. and has the obligation to absorb expected losses and the right to receive expected benefits that could be significant to nCino K.K., in accordance with accounting guidance. As a result, the Company consolidated nCino K.K. and all significant intercompany accounts have been eliminated. The Company will continue to assess whether it has a controlling financial interest and whether it is the primary beneficiary at each reporting period. Other than the Company's equity investment, the Company has not provided financial or other support to nCino K.K. that it was not contractually obligated to provide. The assets of the VIE can only be used to settle the obligations of the VIE and the creditors of the VIE do not have recourse to the Company. The assets and liabilities of the VIE were not significant to the Company's consolidated financial statements except for cash which is reflected on the consolidated balance sheets. See Note 3 "Variable Interest Entity and Redeemable Non-Controlling Interest" for additional information regarding the Company's variable interest.

**Redeemable Non-Controlling Interest:** Redeemable non-controlling interest relates to minority investors of nCino K.K. An agreement with the minority investors of nCino K.K. contains redemption features whereby the interest held by the minority investors are redeemable either at the option of the (i) minority investors or (ii) the Company, both beginning on the eighth anniversary of the initial capital contribution. If the interest of the minority investors were to be redeemed under this agreement, the Company would be required to redeem the interest based on a prescribed formula derived from the relative revenues of nCino K.K. and the Company. The balance of the redeemable non-controlling interest is reported at the greater of the initial carrying amount adjusted for the redeemable non-controlling interest's share of earnings or losses and other comprehensive income or loss, or its estimated redemption value. The resulting changes in the estimated redemption amount (increases or decreases) are recorded with corresponding adjustments against retained earnings or, in the absence of retained earnings, additional paid-in-capital. These interests are presented on the consolidated balance sheets outside of equity under the caption "Redeemable non-controlling interest."

**Business Combinations:** Several valuation methods may be used to determine the fair value of assets acquired and liabilities assumed. The Company uses its best estimates and assumptions to assign fair value to the tangible and intangible assets acquired and liabilities assumed at the acquisition date. The Company's estimates are inherently uncertain and may be subject to refinement due to unanticipated events and circumstances. For intangible assets, the Company typically uses income-based methods of valuation (for example, the multi-period excess earnings method is used to estimate the fair value estimate of customer relationships and the relief from royalty method is used in the fair value estimate of developed technologies). These methods typically start with a forecast of all of the expected future net cash flows for each asset. These cash flows are then adjusted to present value by applying an appropriate discount rate that reflects the risk factors associated with the cash flow streams. Some of the more significant estimates and assumptions inherent in these methods are forecasted revenues, obsolescence life and factor, customer attrition rate, and the discount rate among other assumptions.

Determining the useful life of an intangible asset also requires judgment as different types of intangible assets will have different useful lives and certain assets may even be considered to have indefinite useful lives. During the measurement period, which may be up to one year from the acquisition date, the Company may record adjustments to the fair value of these tangible and intangible assets acquired and liabilities assumed, with the corresponding offset to goodwill. In addition, uncertain tax positions and tax-related valuation allowances are initially recorded in connection with a business combination as of the acquisition date. The Company continues to collect information and reevaluates these estimates and assumptions quarterly and records any adjustments to the Company's preliminary estimates to goodwill provided that the Company is within the measurement period. Upon the conclusion of the measurement period or final determination of the fair value of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments are recorded to the Company's consolidated statements of operations.

For acquisitions involving additional consideration to be transferred to the selling parties in the event certain future events occur or conditions are met ("contingent consideration"), the Company recognizes the acquisition-date fair value of contingent consideration as part of the consideration transferred in exchange for the business combination. Contingent

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consideration meeting the criteria to be classified as equity in the consolidated balance sheets is not remeasured, and its subsequent settlement is recorded within stockholders' equity. Contingent consideration classified as a liability is remeasured to fair value at each reporting date until the contingency is resolved, with any changes in fair value recognized in the Company's consolidated statements of operations.

**Investments:** The Company's investments are non-marketable equity investments without readily determinable fair value and for which the Company does not have control or significant influence. The investments are measured at cost with adjustments for observable changes in price or impairment as permitted by the measurement alternative. The Company assesses at each reporting period if the investments continue to qualify for the measurement alternative. Gains or losses resulting from observable price changes are recognized currently in the Company's consolidated statement of operations. The Company assesses the investments whenever events or changes in circumstances indicate that the carrying value of the investments may not be recoverable.

**Debt Issuance Costs:** Debt issuance costs are initially deferred and amortized to interest expense on a straight-line basis over the expected term of the debt. The Company uses the straight-line basis as it approximates the amounts calculated under the effective-interest method. Unamortized debt issuance costs related to the secured revolving credit facility are considered long-term and are included in other long-term assets in the consolidated balance sheets.

**Cost of Revenues:** Cost of subscription and support revenues consists of costs related to hosting the Company's software solutions and employee-related costs, including stock-based compensation expenses and allocated overhead associated with customer support. Cost of professional services and other revenues consist of employee-related costs associated with these services, including stock-based compensation expenses, and allocated overhead, and the cost of subcontractors. Allocated overhead includes costs such as information technology infrastructure, rent and occupancy charges, along with employee benefit costs, and taxes based upon a percentage of total compensation expense. As such, general overhead expenses are reflected in each cost of revenues and operating expenses category.

**Research and Development:** Research and development expenses consist primarily of salaries, benefits and stock-based compensation associated with our engineering, product and quality assurance personnel, as well as allocated overhead. Research and development expenses also include the cost of third-party contractors. Research and development costs are expensed as incurred.

**Advertising:** Advertising costs are expensed as incurred and consist of advertising, third-party marketing, branded marketing, and conference and event expenses. Advertising expenses are recorded in sales and marketing expenses in the consolidated statements of operations and were \$3.1 million, \$5.8 million, and \$8.7 million for the fiscal years ended January 31, 2021, 2022, and 2023, respectively.

**Income Taxes:** Deferred income taxes are determined using the asset and liability method, whereby deferred tax assets are recognized for deductible temporary differences and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are also recorded for any tax attributes, such as net operating losses and tax credit carryforwards. Deferred tax assets and liabilities are adjusted for the effects of the changes in tax laws and rates on the date of enactment within income tax expense. The Company reflects the expected amount of income taxes to be paid or refunded during the year as current income tax expense or benefit, as applicable.

Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more-likely-than-not that some portion or all of the deferred tax assets will not be realized.

The Company follows the accounting standards on accounting for uncertainty in income taxes, which addresses the determination of whether tax benefits claimed, or expected to be claimed, on a tax return should be recorded in the consolidated financial statements. Under this guidance, the Company may recognize the tax benefit from an uncertain tax position only if it is more-likely-than-not that the tax position will be sustained on examination by taxing authorities based on the technical merits of the tax position. The tax benefits recognized in the consolidated financial statements from such a position are measured based on the benefit having a greater than 50% likelihood of being realized upon ultimate settlement. The guidance on

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accounting for uncertainty in income taxes also addresses de-recognition, classification, interest, and penalties on income taxes, and accounting interim periods.

When and if applicable, potential interest and penalties are accrued as incurred, within income tax provision.

**Other Comprehensive Income (Loss):** Accumulated other comprehensive income (loss) is reported as a component of stockholders' equity and includes unrealized gains and losses on foreign currency translation adjustments.

**Foreign Currency Exchange:** The functional currency of the Company's foreign subsidiaries is generally the local currency. Adjustments resulting from translating foreign functional currency financial statements into U.S. dollars are recorded as a separate component on the consolidated statements of comprehensive loss recorded in foreign currency translation line item. Foreign currency transaction gains and losses due to transactions from assets and liabilities denominated in a currency other than the functional currency are included in other expense in the consolidated statements of operations and were \$1.5 million, \$(2.0) million, and \$(1.4) million for the fiscal years ended January 31, 2021, 2022, and 2023, respectively, primarily related to various intercompany loans. All assets and liabilities denominated in a foreign currency are translated into U.S. dollars at the exchange rate on the balance sheet date. Revenues and expenses are translated at the average exchange rate during the period. Equity transactions are translated using historical exchange rates.

**Stock-Based Compensation:** As further described in Note 11 "Stock-Based Compensation," the Company records compensation expense associated with stock options and other equity-based compensation in accordance with ASC 718, Compensation – Stock Compensation. The Company establishes fair value as the measurement objective in accounting for share-based payment transactions with employees and recognizes expense on a straight-line basis over the applicable vesting period.

**Basic and Diluted Loss per Common Share:** Basic loss per share is calculated by dividing the net loss attributable to nCino, Inc. by the weighted-average number of shares of common stock outstanding for the period.

Diluted loss per share is calculated by giving effect to all potentially dilutive common stock, which is comprised of stock options issued and outstanding, nonvested RSUs issued and outstanding, and shares issuable pursuant to the Employee Stock Purchase Plan (the "ESPP") when determining the weighted-average number of common shares outstanding. For purposes of the diluted loss per share calculation, basic and diluted loss per share were the same, as the effect of all potentially dilutive securities would have been anti-dilutive.

**Note 3. Variable Interest Entity and Redeemable Non-Controlling Interest**

In October 2019, the Company entered into an agreement with Japan Cloud Computing, L.P. and M30 LLC (collectively, the "Investors") to engage in the investment, organization, management, and operation of nCino K.K. that is focused on the distribution of the Company's products in Japan. In October 2019, the Company initially contributed \$4.7 million in cash in exchange for 51% of the outstanding common stock of nCino K.K. As of January 31, 2023, the Company controls a majority of the outstanding common stock in nCino K.K.

All of the common stock held by the Investors is callable by the Company or puttable by the Investors at the option of the Investors or at the option of the Company beginning on the eighth anniversary of the agreement with the Investors. Should the call or put option be exercised, the redemption value would be determined based on a prescribed formula derived from the discrete revenues of nCino K.K. and the Company and may be settled, at the Company's discretion, with Company stock or cash or a combination of the foregoing. As a result of the put right available to the Investors, the redeemable non-controlling interests in nCino K.K. are classified outside of permanent equity in the Company's consolidated balance sheets. The estimated redemption value of the call/put option embedded in the redeemable non-controlling interest was \$3.3 million at January 31, 2023.

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The following table summarizes the activity in the redeemable non-controlling interests for the period indicated below:

	Fiscal Year Ended January 31,		
	2021	2022	2023
Balance, beginning of period	\$ 4,356	\$ 3,791	\$ 2,882
Net loss attributable to redeemable non-controlling interest (excluding adjustment to non-controlling interest)	(1,130)	(1,569)	(1,119)
Foreign currency translation	169	(256)	(194)
Adjustment to redeemable non-controlling interest	396	894	1,995
Stock-based compensation expense <sup>1</sup>	—	22	25
Balance, end of period	<u>\$ 3,791</u>	<u>\$ 2,882</u>	<u>\$ 3,589</u>

<sup>1</sup> nCino K.K. stock options granted in accordance with nCino K.K.'s equity incentive plan.

**Note 4. Fair Value Measurements**

***Financial Assets and Liabilities Measured at Fair Value on a Recurring Basis***

The Company uses a three-tier fair value hierarchy, which prioritizes the inputs used in the valuation methodologies in measuring fair value:

**Level 1.** Quoted prices (unadjusted) in active markets for identical assets or liabilities.

**Level 2.** Significant other inputs that are directly or indirectly observable in the marketplace.

**Level 3.** Significant unobservable inputs which are supported by little or no market activity.

The carrying amounts of cash equivalents, accounts receivable, accounts payable and accrued expenses approximate fair value as of January 31, 2022 and January 31, 2023 because of the relatively short duration of these instruments.

The carrying amount of any outstanding borrowings on the Company's revolving credit facility approximates fair value due to the variable interest rates of the borrowings.

The Company evaluated its financial assets and liabilities subject to fair value measurements on a recurring basis to determine the appropriate level in which to classify them for each reporting period. The following table summarizes the

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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Company's financial assets measured at fair value as of January 31, 2022 and January 31, 2023 and indicates the fair value hierarchy of the valuation:

	Fair value measurements on a recurring basis as of January 31, 2022		
	Level 1	Level 2	Level 3
<b>Assets:</b>			
Money market accounts (included in cash and cash equivalents)	\$ 11,129	\$ —	\$ —
Time deposits (included in other long-term assets)	385	—	—
<b>Total assets</b>	<b>\$ 11,514</b>	<b>\$ —</b>	<b>\$ —</b>

	Fair value measurements on a recurring basis as of January 31, 2023		
	Level 1	Level 2	Level 3
<b>Assets:</b>			
Money market accounts (included in cash and cash equivalents)	\$ 17,149	\$ —	\$ —
Time deposits (included in other long-term assets)	382	—	—
<b>Total assets</b>	<b>\$ 17,531</b>	<b>\$ —</b>	<b>\$ —</b>

All of the Company's money market accounts are classified within Level 1 because the Company's money market accounts are valued using quoted market prices in active exchange markets including identical assets.

***Financial Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis***

The Company's assets measured at fair value on a nonrecurring basis include the investments accounted for under the measurement alternative. There was no adjustment or impairment recognized for the fiscal years ended January 31, 2021, 2022, and 2023, respectively.

**Note 5. Revenues**

***Revenues by Geographic Area***

Revenues by geographic region were as follows:

	Fiscal Year Ended January 31,		
	2021	2022	2023
United States	\$ 180,923	\$ 230,301	\$ 346,494
International	23,370	43,564	61,821
	<b>\$ 204,293</b>	<b>\$ 273,865</b>	<b>\$ 408,315</b>

The Company disaggregates its revenues from contracts with customers by geographic location. Revenues by geography are determined based on the region of the Company's contracting entity, which may be different than the region of the customer. No country outside the United States represented 10% or more of total revenues.

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**Contract Amounts***Accounts Receivable*

Accounts receivable, less allowance for doubtful accounts, is as follows as of January 31, 2022 and January 31, 2023:

	As of January 31,	
	2022	2023
Trade accounts receivable	\$ 71,417	\$ 94,729
Unbilled accounts receivable	2,161	4,920
Allowance for doubtful accounts	(151)	(899)
Other accounts receivable <sup>1</sup>	1,101	747
<b>Total accounts receivable, net</b>	<b>\$ 74,528</b>	<b>\$ 99,497</b>

<sup>1</sup>Includes \$0.5 million and \$0.1 million income tax receivable of as of January 31, 2022 and January 31, 2023, respectively.

*Deferred Revenue and Remaining Performance Obligations*

Significant movements in the deferred revenue balance during the period consisted of increases due to payments received or due in advance prior to the transfer of control of the underlying performance obligations to the customer, which were offset by decreases due to revenues recognized in the period. During the fiscal year ended January 31, 2023, \$120.7 million of revenues were recognized out of the deferred revenue balance as of January 31, 2022.

Transaction price allocated to remaining performance obligations represents contracted revenues that have not yet been recognized, which includes both deferred revenue and amounts that will be invoiced and recognized as revenues in future periods. Transaction price allocated to the remaining performance obligation is influenced by several factors, including the timing of renewals, average contract terms, and foreign currency exchange rates. The Company applies practical expedients to exclude amounts related to performance obligations that are billed and recognized as they are delivered, optional purchases that do not represent material rights, and any estimated amounts of variable consideration that are subject to constraint.

Remaining performance obligations were \$944.1 million as of January 31, 2023. The Company expects to recognize approximately 67% of its remaining performance obligation as revenues in the next 24 months, approximately 29% more in the following 25 to 48 months, and the remainder thereafter.

*Costs Capitalized to Obtain Revenue Contracts*

During the fiscal years ended January 31, 2021, 2022, and 2023, the Company amortized \$4.7 million, \$5.8 million, and \$8.5 million of capitalized contract acquisition costs within sales and marketing expense, respectively. The Company did not incur any impairment losses.

Capitalized contract acquisition costs were \$24.0 million and \$27.6 million as of January 31, 2022 and January 31, 2023, of which \$16.4 million and \$18.2 million was long-term in the consolidated balance sheets, respectively. The remaining balance of the capitalized costs to obtain contracts was current.

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**Note 6. Property and Equipment**

Property and equipment, net consisted of the following:

	As of January 31,	
	2022	2023
Furniture and fixtures	\$ 7,503	\$ 10,730
Computers and equipment	7,496	8,361
Buildings and land <sup>1</sup>	33,977	56,379
Leasehold improvements	14,111	28,702
Construction in progress	13,081	673
	76,168	104,845
Less accumulated depreciation	(15,491)	(20,403)
	<u>\$ 60,677</u>	<u>\$ 84,442</u>

<sup>1</sup>See Note 16 "Commitments and Contingencies."

The Company recognized depreciation expense as follows:

	Fiscal Year Ended January 31,		
	2021	2022	2023
Cost of subscription revenues	\$ 268	\$ 337	\$ 399
Cost of professional services and other revenues	1,029	1,095	1,301
Sales and marketing	1,076	1,182	1,452
Research and development	1,347	1,842	2,435
General and administrative	506	643	865
Total depreciation expense	<u>\$ 4,226</u>	<u>\$ 5,099</u>	<u>\$ 6,452</u>

Property and equipment by geographic region were as follows:

	As of January 31,	
	2022	2023
United States	\$ 60,034	\$ 83,594
International	643	848
	<u>\$ 60,677</u>	<u>\$ 84,442</u>

**Note 7. Business Combinations*****SimpleNexus***

On January 7, 2022 (the "Acquisition Date") through a series of mergers, the Company acquired all outstanding membership interests of SimpleNexus which provides mobile-first homeownership software that spans engagement, origination, closing and business intelligence, headquartered in Lehi, Utah. The Company acquired SimpleNexus for its complementary products and mobile-first offerings and believes this will provide greater value for new and existing customers. The business combination is considered a related party transaction as entities affiliated with Insight Partners ("Insight Partners") were equityholders of SimpleNexus and certain other parties in connection with the series of mergers, and other affiliates of Insight Partners are currently significant stockholders of the Company. The Company has included the financial results of SimpleNexus in the consolidated statements of operations from Acquisition date. The transaction costs associated with the acquisition were approximately \$10.0 million and were recorded in general and administrative expenses for the fiscal year

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ended January 31, 2022. The Company also recognized \$0.2 million in stock issuance costs associated with the share consideration that were reported as a reduction of additional paid-in capital within stockholders' equity.

The fair value of the consideration transferred was \$933.6 million on the Acquisition Date, subject to a net working capital adjustment. The net working capital adjustment was finalized in July 2022, resulting in a decrease to the purchase price of \$0.7 million which was recorded to goodwill. The total consideration transferred is as follows:

	<b>Total Consideration</b>
Cash consideration to members	\$ 286,086
Voting common stock issued (12,762,146 shares) <sup>1</sup>	647,509
Net working capital adjustment	(676)
Total consideration	<u>\$ 932,919</u>

<sup>1</sup>The Company assumed a restricted stock award with an estimated fair value of \$1.4 million. \$0.3 million was allocated to the purchase consideration and \$1.1 million was allocated to future services and was expensed over the service period remaining in fiscal 2023 on a straight-line basis.

The number of shares for stock consideration was based on a 20-day volume weighted average price fair value of \$72.53 established prior to and including November 12, 2021 to determine the number of shares to be issued on the Acquisition Date. On the Acquisition Date, the Company's closing stock price was \$50.82 per share.

In addition, the Company issued 927,744 RSUs with an approximate fair value of \$47.2 million to certain employees of SimpleNexus, which will vest over four years subject to such employees' continued employment. The RSUs will be recorded as stock-based compensation expense post-acquisition as the RSUs vest and has been excluded from the purchase consideration.

The following table summarizes the final fair values of assets acquired and liabilities assumed in connection with the acquisition, including measurement period adjustments:

	<b>Fair Value</b>
Cash and cash equivalents	\$ 17,038
Accounts receivable	6,100
Property and equipment, net	1,010
Operating lease right-of-use assets	3,549
Other current and noncurrent assets	4,641
Intangible assets	162,000
Goodwill	783,195
Accounts payable, accrued expenses, and other liabilities, current and noncurrent	(8,284)
Deferred revenue, current and noncurrent	(8,643)
Operating lease liabilities, current and noncurrent	(3,487)
Deferred income taxes	(24,200)
Net assets acquired	<u>\$ 932,919</u>

During the fiscal year ended January 31, 2023, within the one year measurement period, we finalized the fair value of the assets acquired and liabilities assumed in the acquisition, and the amounts presented above are now final. The Company recorded measurement period adjustments that included a \$2.0 million adjustment to decrease goodwill for a \$1.3 million deferred income tax adjustment and a \$0.7 million net working capital adjustment.

The transaction was accounted for using the acquisition method and, as a result, tangible and intangible assets acquired and liabilities assumed were recorded at their estimated fair values at the Acquisition Date. Any excess consideration

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over the fair value of the assets acquired and liabilities assumed was recognized as goodwill. The Company determined the acquisition date deferred revenue balance in accordance with Topic 606.

The following table sets forth the components of the fair value of identifiable intangible assets and their estimated useful lives over which the acquired intangible assets will be amortized on a straight-line basis, as this approximates the pattern in which economic benefits of the assets are consumed as of the Acquisition Date:

	Fair Value	Useful Life
Developed technology	\$ 77,500	5 years
Customer relationships	70,000	10 years
Trade name	14,500	6 years
Total intangible assets subject to amortization	<u>\$ 162,000</u>	

Developed technology represents the fair value of SimpleNexus' technology. Customer relationships represent the fair value of the underlying relationships with SimpleNexus' customers. Trade names represents the fair value of SimpleNexus' company name.

Goodwill is primarily attributable to expanded market opportunities, synergies expected from the acquisition, and assembled workforce and approximately \$189.2 million is deductible for tax purposes.

The Company's consolidated statements of operations include the revenues and net loss for SimpleNexus for the period from the Acquisition Date through January 31, 2022, of \$3.9 million and \$3.6 million, respectively.

The unaudited pro forma statements of operations for the years ended January 31, 2021 and January 31, 2022, shown in the table below, give effect to the SimpleNexus acquisition, described above, as if it had occurred on February 1, 2020. These amounts have been calculated after applying the Company's accounting policies and adjusting the results of SimpleNexus to reflect amortization of intangible assets, transaction accounting adjustments for non-recurring items and acquisition related costs, interest expense related to debt paid off, Topic 842 lease payment adjustments, stock-based compensation, and related items since the beginning of the Company's fiscal year 2021. This unaudited pro forma data is presented for informational purposes only and is not indicative of future results of operations. The table below shows the unaudited pro forma statements of operations for the respective years ending January 31:

	(Unaudited)	
	January 31,	
	2021	2022
Revenues	\$ 225,307	\$ 311,796
Net loss attributable to nCino, Inc.	(166,032)	(96,189)

#### Note 8. Goodwill and Intangible Assets

##### Goodwill

The change in the carrying amounts of goodwill was as follows:

Balance, as of January 31, 2021	\$ 57,149
Acquisition of SimpleNexus	785,156
Translation adjustments	(818)
Balance, as of January 31, 2022	841,487
Measurement period adjustments relating to the acquisition of SimpleNexus	(1,961)
Translation adjustments	(86)
Balance, as of January 31, 2023	<u>\$ 839,440</u>

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**Intangible assets**

Intangible assets, net are as follows:

	As of January 31, 2022			As of January 31, 2023			Weighted Average Remaining Useful Life (Years)
	Gross Amount	Accumulated Amortization	Net Carrying Amount	Gross Amount	Accumulated Amortization	Net Carrying Amount	
Developed technology	\$ 83,625	\$ (4,804)	\$ 78,821	\$ 83,605	\$ (21,818)	\$ 61,787	4.0
Customer relationships	91,711	(4,748)	86,963	91,710	(13,418)	78,292	9.1
Trademarks and trade name	14,626	(288)	14,338	14,626	(2,705)	11,921	5.0
Other	—	—	—	919	(94)	825	2.5
	\$ 189,962	\$ (9,840)	\$ 180,122	\$ 190,860	\$ (38,035)	\$ 152,825	6.7

The Company recognized amortization expense for intangible assets as follows:

	Fiscal Year Ended January 31,		
	2021	2022	2023
Cost of subscription revenues	\$ 1,525	\$ 2,604	\$ 17,019
Cost of professional services and other revenues	—	—	94
Sales and marketing	1,670	2,303	11,087
General and administrative	10	—	—
Total amortization expense	\$ 3,205	\$ 4,907	\$ 28,200

The expected future amortization expense for intangible assets as of January 31, 2023 is as follows:

Fiscal Year Ending January 31,	
2024	\$ 27,745
2025	26,916
2026	26,751
2027	25,545
2028	10,924
Thereafter	34,944
	\$ 152,825

The expected amortization expense is an estimate. Actual amounts of amortization expense may differ from estimated amounts due to additional intangible asset acquisitions, changes in foreign currency exchange rates, impairment of intangible assets, future changes to expected asset lives of intangible assets, and other events.

**Note 9. Reseller Agreement**

The Company has a reseller agreement in place with a former related party to utilize their platform and to develop the Company's cloud-based banking software as an application within the related party's hosted environment. This agreement was renegotiated and expires in June 2027 and will automatically renew in annual increments thereafter unless either party gives notice of non-renewal before the end of the initial term or the respective renewal term. Cost of subscription revenues in each of the fiscal years ended January 31, 2021, 2022, and 2023 includes fees paid for access to the related party's platform, including their hosting infrastructure and data center operations. Based solely on information reported in a Schedule 13G/A filed with the SEC on February 11, 2022 the reseller is no longer considered a related party as of December 31, 2021 and the amounts disclosed related to them are accordingly presented while the reseller was considered a related party. The reseller was

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considered a related party for the year ended January 31, 2022 and was no longer considered a related party for the year ended January 31, 2023. The Company has recorded expenses of \$34.8 million and \$41.4 million for the fiscal years ended January 31, 2021 and 2022, respectively. The Company continues to do business with the reseller. See also Note 17 "Related-Party Transactions."

**Note 10. Stockholders' Equity**

A summary of the rights and key provisions affecting each class of the Company's stock as of January 31, 2023, is as follows:

**Preferred Stock:** The Board of Directors is authorized to establish one or more series of preferred stock and to fix the number of shares constituting such series and the designation of such series, including the voting powers, preferences, limitations, restrictions, and other special rights thereof. The Company's preferred stock consists of 10,000,000 authorized shares, par value \$0.001 per share.

**Common stock:** The Company's common stock consists of 500,000,000 authorized shares, par value \$0.0005 per share.

At January 31, 2023, the Company committed a total of 29,754,426 shares of common stock for future issuance as follows:

Issued and outstanding stock options	2,009,323
Nonvested issued and outstanding restricted stock units ("RSUs")	3,619,690
Possible issuance under stock plans	24,125,413
	29,754,426

**Note 11. Stock-Based Compensation**

***Equity Incentive Plans***

The Company has two equity incentive plans: the nCino, Inc. 2014 Omnibus Stock Ownership and Long-Term Incentive Plan (the "2014 Plan") and the 2019 Amended and Restated Equity Incentive Plan (the "2019 Plan" and together with the 2014 Plan, the "Incentive Plans"). Under the 2014 Plan, the Board of Directors had allotted 15,025,666 shares of common stock for incentive options or non-qualified options as of January 31, 2023. Non-qualified options may be granted to Company employees, non-employee directors, and consultants. The exercise price of options is determined by the Board of Directors, but cannot be less than 100% of the fair market value of the Company's common stock on the date of the grant. The options generally vest in one of two ways:

- In equal annual installments over four years from the grant date.
- Upon a change in control transaction (with respect to certain Incentive Plan participants).

All options expire ten years from the grant date and, with respect to certain Incentive Plan participants, provide for accelerated vesting if there is a change in control of the Company.

In July 2019, the Company established the 2019 Equity Incentive Plan for the issuance of awards in the form of options, stock appreciation rights, restricted stock awards, restricted stock units, performance shares, performance units, cash-based awards, and other stock-based awards.

In connection with the IPO, the Company's Board of Directors adopted and the Company's stockholders approved the 2019 Plan which amended and restated the 2019 Equity Incentive Plan. All awards shall be granted within ten years from the effective date of the 2019 Plan and can only be granted to employees, officers, directors, and consultants and generally vest over four years.

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Under the 2019 Plan, the number of available shares was increased to 15,250,000, plus an annual increase added on the first day of each fiscal year, beginning with the fiscal year ending January 31, 2022, and continuing until, and including, the fiscal year ending January 31, 2031. The annual increase will be equal to the lesser of (i) 5% of the number of shares issued and outstanding as of January 31 of the immediately preceding fiscal year and (ii) an amount determined by the Company's Board of Directors. The Company ceased granting awards under the 2014 Plan during the fiscal year ended January 31, 2020, and all shares that remained available for issuance under the 2014 Plan were transferred to the 2019 Plan prior to the closing of the IPO. Additionally, the number of shares available under the 2019 Plan shall be increased by the number of shares outstanding under the 2014 Plan that expire, terminate or are canceled without having been exercised or settled in full. The 2014 Plan governs outstanding awards granted prior to the adoption of the 2019 Plan.

RSUs issued prior to the Company's IPO were subject to time-based and performance-based vesting conditions. RSUs issued subsequent to the Company's IPO vest upon the satisfaction of a time-based condition only. RSUs are generally earned over a service period of four years. The compensation expense related to these awards is based on the grant date fair value of the RSUs and is recognized on a ratable basis over the applicable service period.

As of January 31, 2023, the Company had stock options outstanding under the 2014 Plan and the 2019 Plan had stock options and RSUs outstanding.

### ***Stock Options***

Stock option activity for the fiscal year ended January 31, 2023 was as follows:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (In thousands)
Outstanding, January 31, 2022	2,629,109	\$ 6.72	4.92	\$ 102,836
Granted	—	—		
Expired or forfeited	(40,124)	15.20		
Exercised	(579,662)	6.47		16,218
Outstanding, January 31, 2023	2,009,323	\$ 6.62	3.84	\$ 44,170
Exercisable, January 31, 2023	1,981,573	\$ 6.46	3.80	\$ 43,868
Fully vested or expected to vest, January 31, 2023	2,006,548	\$ 6.60	3.95	\$ 44,140

The total intrinsic value of options exercised during the fiscal years ended January 31, 2021, 2022, and 2023 was \$142.9 million, \$176.8 million, and \$16.2 million, respectively. Aggregate intrinsic value represents the total pre-tax intrinsic value, which is computed based on the difference between the option exercise price and the estimated fair value of the Company's common stock at the time such option exercises. This intrinsic value changes based on changes in the fair value of the Company's underlying stock.

As of January 31, 2023, there was \$0.1 million of total unrecognized compensation expense related to unvested stock-based compensation arrangements under the 2014 and 2019 Plans. That cost is expected to be recognized over a weighted average period of 0.59 years.

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**Restricted Stock Units**

RSU activity during the fiscal year ended January 31, 2023 was as follows:

	Number of Shares	Weighted Average Grant Date Fair Value
Nonvested, January 31, 2022	3,012,440	\$ 45.62
Granted	2,224,268	41.54
Vested <sup>1</sup>	(971,864)	40.80
Forfeited	(733,457)	47.74
Nonvested, January 31, 2023	<u>3,531,387</u>	<u>\$ 44.00</u>

<sup>1</sup>Includes 88,303 RSUs that were not issued and outstanding as of January 31, 2023.

The weighted average grant date fair value for RSUs granted during the fiscal years ended January 31, 2021, 2022, and 2023 was \$22.30, \$60.99, and \$41.54.

The total fair value of RSUs vested for the fiscal years ended January 31, 2021, 2022, and 2023 was \$5.5 million, \$12.2 million, and \$39.7 million.

The RSUs granted prior to the IPO vest upon the satisfaction of both a time-based, generally over 4 years, vesting 25% annually, and liquidity event-based vesting condition. For RSUs granted to the non-employee members of the Board of Directors, some vest in less than a year, some annually and some over three years. The liquidity event-based condition was satisfied upon the IPO and the Company recognized an expense of \$12.2 million in cost of revenues and operating expenses for RSUs as of that date, using the accelerated attribution recognition method for the fiscal year ended January 31, 2021.

As of January 31, 2023, total unrecognized compensation expense related to non-vested RSUs was \$117.4 million, adjusted for estimated forfeitures, based on the estimated fair value of the Company's common stock at the time of grant. That cost is expected to be recognized over a weighted average period of 2.91 years.

**Employee Stock Purchase Plan**

In July 2020, the Board of Directors adopted and stockholders approved the ESPP, which became effective immediately prior to the closing of the IPO. The ESPP includes two components, one component is intended to qualify as an "employee stock purchase plan" within the meaning of Section 423 of the Internal Revenue Code (the "Code") and a component that does not qualify as an "employee stock purchase plan" under Section 423 of the Code. The ESPP initially reserved and authorized the issuance of up to a total of 1,800,000 shares of common stock to participating employees. The aggregate number of shares of the Company's common stock under the ESPP will automatically increase on the first day of each fiscal year, beginning with the first fiscal year ending January 31, 2022 and continuing until the fiscal year ended January 31, 2031, by an amount equal to the lesser of (i) 1% of the shares of the Company's common stock issued and outstanding on January 31 of the immediately preceding fiscal year, (ii) 1,800,000 shares of the Company's common stock or (iii) an amount determined by the Board of Directors. As of January 31, 2023, 3,597,313 shares of common stock remain available for grant under the ESPP.

The ESPP permits employees to purchase the Company's common stock through payroll deductions during six month offerings. The offering periods begin each January 1 and July 1, or such other period determined by the compensation committee. Eligible employees will purchase the shares at a price per share equal to the lesser of (i) 85% of the fair market value of a share of the Company's common stock on the first business day of such offering period and (ii) 85% of the fair market value of share of the Company's common stock on the last business day of such offering period, although the compensation committee has discretion to change the purchase price with respect to future offering periods, subject to terms of the ESPP.

The first offering period for the ESPP began on July 1, 2021 and ended on December 31, 2021. Thereafter, offering periods will begin on January 1 and July 1.

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**(In thousands, except share and per share amounts and unless otherwise indicated)**

The fair value of ESPP shares is estimated at the date of grant using the Black-Scholes option valuation model based on assumptions as follows for ESPP awards:

*Expected life.* The expected life reflects the period for which the Company believes the ESPP will remain outstanding. The expected term for the ESPP award approximates the offering period of six months.

*Expected volatility.* The expected volatility is based on the historical volatility of the Company's common stock.

*Expected dividends.* The expected dividend yield is zero as the Company has not and does not expect to pay dividends.

*Risk-free interest rate.* The risk-free interest rate reflects the U.S. Treasury yield for a similar expected life instrument in effect at the time of the grant of the ESPP share.

The assumptions utilized for the ESPP shares for the fiscal year ended January 31, 2023 were as follows:

	Fiscal Year Ended January 31,	
	2022	2023
Expected life (in years)	0.50	0.50
Expected volatility	48.70% - 49.65%	49.65% - 84.59%
Expected dividends	0.00%	0.00%
Risk-free interest rate	0.05% - 0.22%	0.22% - 4.77%

As of January 31, 2023, total unrecognized compensation expense related to the ESPP was \$0.9 million. That cost is expected to be recognized over the remaining term of the offering period that began on January 1, 2023 and will end on June 30, 2023.

***Stock-Based Compensation Expense***

Total stock-based compensation expense included in our consolidated statements of operations were as follows:

	Fiscal Year Ended January 31,		
	2021	2022	2023
Cost of subscription revenues	\$ 576	\$ 960	\$ 1,430
Cost of professional services and other revenues	4,232	5,195	7,263
Sales and marketing	6,190	7,520	13,283
Research and development	5,463	6,186	11,602
General and administrative	8,747	8,616	16,654
Total stock-based compensation expense <sup>1</sup>	<u>\$ 25,208</u>	<u>\$ 28,477</u>	<u>\$ 50,232</u>

<sup>1</sup>Includes \$0.2 million benefit incurred for the fiscal year ended January 31, 2023 in connection with the restructuring plan commenced in January 2023. See Note 19 "Restructuring" for more information.

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**Note 12. Income Taxes**

The components of loss before income taxes by domestic and foreign jurisdictions were as follows:

	Fiscal Year Ended January 31,		
	2021	2022	2023
United States	\$ (33,478)	\$ (61,587)	\$ (100,223)
Foreign	(7,206)	(12,367)	2,450
Loss before income taxes	<u>\$ (40,684)</u>	<u>\$ (73,954)</u>	<u>\$ (97,773)</u>

The components of the income tax provision (benefit) consisted of the following:

	Fiscal Year Ended January 31,		
	2021	2022	2023
Current:			
Federal	\$ —	\$ —	\$ —
State	14	73	81
Foreign	402	374	2,363
Total	416	447	2,444
Deferred:			
Federal	132	(21,280)	1,339
State	101	(3,086)	438
Foreign	(63)	86	(150)
Total	170	(24,280)	1,627
Total income tax provision (benefit)	<u>\$ 586</u>	<u>\$ (23,833)</u>	<u>\$ 4,071</u>

The differences between income taxes expected at the U.S. federal statutory income tax rate and the reported income tax (provision) benefit are summarized as follows:

	Fiscal Year Ended January 31,		
	2021	2022	2023
Income taxes at statutory rate of 21% for 2021, 2022, and 2023	21.0 %	21.0 %	21.0 %
State income tax (provision) benefit, net of federal impact	(0.3)	4.1	(0.4)
Foreign rate differential	0.9	0.7	0.5
Stock-based compensation	59.9	48.8	0.1
Tax credits	0.0	4.1	0.0
Statutory tax rate law changes	0.0	2.7	0.0
Transaction costs	(1.0)	(1.3)	(0.1)
Nondeductible expenses	(0.2)	(0.1)	(0.2)
Other	0.2	0.0	(1.1)
Executive compensation	(12.6)	(3.7)	(2.4)
Changes in valuation allowance	(69.3)	(44.1)	(21.6)
	<u>(1.4)%</u>	<u>32.2 %</u>	<u>(4.2)%</u>

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Significant components of the Company's net deferred tax assets and liabilities were as follows:

	As of January 31,	
	2022	2023
<b>Deferred tax assets:</b>		
Net operating losses	\$ 129,155	\$ 134,413
Research and development	—	22,658
Financing obligations and lease liabilities	11,178	15,960
Equity compensation	6,972	8,400
Tax credits	3,527	3,527
Reserves and accruals	3,404	4,008
Deferred revenue	1,776	550
Other	1,317	2,890
<b>Total deferred tax assets</b>	<b>157,329</b>	<b>192,406</b>
Less valuation allowance	(109,021)	(138,359)
<b>Total deferred tax assets, net of valuation allowances</b>	<b>48,308</b>	<b>54,047</b>
<b>Deferred tax liabilities:</b>		
Intangible assets	(31,230)	(29,903)
Depreciation	(9,298)	(16,213)
Contract acquisition costs	(6,015)	(7,141)
Lease asset	(3,168)	(2,678)
Other	(166)	—
<b>Total deferred tax liabilities</b>	<b>(49,877)</b>	<b>(55,935)</b>
<b>Net deferred tax liabilities</b>	<b>\$ (1,569)</b>	<b>\$ (1,888)</b>

The Company's net deferred tax liabilities were adjusted during 2022 to include \$25.5 million of net deferred tax liabilities related to business combinations.

Net deferred tax liabilities were included in the consolidated balance sheets as follows:

	As of January 31,	
	2022	2023
Other long-term assets	\$ 106	\$ 909
Deferred income taxes, noncurrent	(1,675)	(2,797)
<b>Net deferred tax liabilities</b>	<b>\$ (1,569)</b>	<b>\$ (1,888)</b>

Income taxes payable, which is included in accrued expenses and other current liabilities on the consolidated balance sheets as of January 31, 2022 and 2023 were \$0.0 million and \$1.3 million, respectively.

The Company continually assesses the realizability of its deferred tax assets based on an evaluative process that considers all available positive and negative evidence. The Company has established a valuation allowance in the amount of \$109.0 million and \$138.4 million as of January 31, 2022 and 2023, respectively, because the Company believes it is not more likely than not the deferred tax asset in jurisdictions excluding several foreign jurisdictions will be realized.

Prior to the SimpleNexus acquisition, the Company recorded a net U.S. deferred tax asset which is offset with a valuation allowance. On the Acquisition Date, the Company recorded net U.S. deferred tax liabilities, most of which relate to

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identifiable finite-life intangible assets. The Company evaluated this positive evidence and determined a portion of these deferred tax liabilities allow the Company to recognize \$24.6 million of the Company's U.S. deferred tax assets, which results in a reduction of the valuation allowance. In accordance with ASC 805-740-30-3, the Company reflected the reduction of the valuation allowance as a component of income tax provision (benefit) at the Acquisition Date, and during the fiscal year ended January 31, 2022.

The Company maintains its assertion of the Company's intent for certain foreign earnings to be indefinitely reinvested. As of January 31, 2023, the Company has not recorded taxes on approximately \$8.1 million of cumulative undistributed earnings of the Company's non-U.S. subsidiaries. The Company generally does not provide for taxes related to the Company's undistributed earnings because such earnings either would not be taxable when remitted or they are indefinitely reinvested. If in the foreseeable future, the Company can no longer demonstrate that these earnings are indefinitely reinvested, a tax liability will be recognized, which could include other taxes such as withholding tax. The determination of the amount of the unrecognized tax liability is directly influenced by the Company's net operating loss and valuation allowance position in the U.S. If the Company were to repatriate the undistributed earnings, the tax liability is \$0.4 million.

The net operating loss and tax credit carryforwards as of January 31, 2023 were as follows:

	As of January 31, 2023	First Fiscal Year Expiring
Federal net operating loss carryforwards	\$ 79,398	2034
Federal net operating loss carryforwards <sup>1</sup>	415,532	Non-expiring
State net operating loss carryforwards <sup>1</sup>	271,361	2024
State net operating loss carryforwards <sup>1</sup>	96,693	Non-expiring
Foreign net operating loss carryforwards	6,749	2031
Foreign net operating loss carryforwards	40,126	Non-expiring
Federal tax credit carryforwards <sup>1</sup>	3,047	2037
State tax credit carryforwards	608	2032

<sup>1</sup>The Company acquired a portion of these carryforwards in the SimpleNexus acquisition during the fiscal year ended January 31, 2022. These acquired carryforwards will be subject to limitations which could limit the Company's utilization in future periods.

The Company is subject to taxation in the U.S. federal and various state and foreign jurisdictions. As of January 31, 2023, the Company is no longer subject to U.S. federal and state examinations by tax authorities for tax years prior to 2019. However, amounts reported as net operating losses and tax credit carryforwards from these tax periods remain subject to review by most tax authorities.

The United States Tax Cuts and Job Act of 2017 (the "U.S. Tax Legislation") was enacted on December 22, 2017. The U.S. Tax Legislation significantly revised the United States tax code by, among other things, introducing a tax on foreign earnings in excess of a deemed return on tangible assets of foreign corporations (known as "GILTI") for tax years beginning after December 31, 2017. The guidance indicated that companies must make a policy election to either record deferred taxes for basis differences expected to reverse as a result of the GILTI provisions in future years or treat any taxes on GILTI inclusions as period costs when incurred. The Company completed its analysis of the tax effects of the GILTI provisions as of January 31, 2023 and elected to account for these tax effects as period costs when incurred.

The Company recognizes the income tax benefits of any uncertain tax positions only when, based upon the technical merits of the position, it is more likely than not that the position is sustainable upon examination. With the information available, the Company has performed an analysis and as of January 31, 2022 and 2023, the Company has not recognized any unrecognized tax benefits, interest or penalties for any income tax positions.

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**Note 13. Defined Contribution Plan**

The Company has a 401(k) plan for its employees in the United States who meet the plan requirements. The Company, at its discretion, may make matching contributions. Employees are immediately vested in their contributions. The Company also has a Registered Retirement Savings Plan covering all eligible employees in Canada. Employer contributions for the fiscal years ended January 31, 2021, 2022, and 2023 were \$2.1 million, \$3.2 million, and \$7.0 million, respectively.

**Note 14. Leases****Operating Leases**

The Company leases its facilities and a portion of its equipment under various non-cancellable agreements, which expire at various times through July 2028, some of which include options to extend the leases for up to five years.

The components of lease expense were as follows:

	<b>Fiscal Year Ended January 31,</b>	
	<b>2022</b>	<b>2023</b>
Operating lease expense	\$ 2,945	\$ 4,066
Short-term lease expense	885	1,276
Variable lease expense	281	508
Total	\$ 4,111	\$ 5,850

Supplemental cash flow information for the fiscal year ended January 31, 2023 related to operating leases was as follows:

Cash paid for amounts included in the measurement of operating lease liabilities	\$ 4,993
Operating right-of-use assets obtained in exchange for operating lease liabilities	2,050
Modification to reduce operating right-of-use assets and operating lease liabilities	842

The weighted-average remaining lease term and weighted-average discount rate for the Company's operating lease liabilities as of January 31, 2023 were 3.58 years and 4.5%, respectively.

Future minimum lease payments as of January 31, 2023 were as follows:

<b>Fiscal Year Ending January 31,</b>	<b>Operating Leases</b>
2024	\$ 4,278
2025	3,122
2026	2,137
2027	1,085
2028	975
Thereafter	494
Total lease liabilities	12,091
Less: imputed interest	(935)
Total lease obligations	11,156
Less: current obligations	(3,874)
Long-term lease obligations	\$ 7,282

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**Note 15. Revolving Credit Facility**

On February 11, 2022, the Company entered into a Credit Agreement (the "Credit Agreement"), by and among the Company, nCino OpCo (the "Borrower"), certain subsidiaries of the Company as guarantors, and Bank of America, N.A. as lender (the "Lender"), pursuant to which the Lender is providing to the Borrower a senior secured revolving credit facility of up to \$50.0 million (the "Credit Facility"). The Credit Facility includes borrowing capacity available for letters of credit subject to a sublimit of \$7.5 million. Any issuance of letters of credit will reduce the amount available under the Credit Facility.

Borrowings under the Credit Facility bear interest, at the Borrower's option, at: (i) a base rate equal to the greater of (a) the Lender's "prime rate," (b) the federal funds rate plus 0.50%, and (c) the Bloomberg Short Term Bank Yield Index ("BSBY") rate plus 1.00%, plus a margin of 0.00% (provided that the base rate shall not be less than 0.00%); or (ii) the BSBY rate (provided that the BSBY shall not be less than 0.00%), plus a margin of 1.00%. The Company is also required to pay an unused commitment fee to the Lender of 0.25% of the average daily unutilized commitments. The Company must also pay customary letter of credit fees.

Borrowings under the Credit Facility are scheduled to mature on February 11, 2024, and the Company may repay amounts borrowed any time without penalty. Borrowings under the Credit Facility may be reborrowed.

The Credit Agreement contains representations and warranties, affirmative, negative and financial covenants, and events of default that are customary for loans of this type. The financial covenant requires the Company and its subsidiaries on a consolidated basis to maintain Consolidated Liquidity of not less than \$50.0 million. Consolidated Liquidity is measured as the sum of 100% of unrestricted and unencumbered cash of the Company and its domestic subsidiaries, 75% of unrestricted and unencumbered cash of the Company's foreign subsidiaries and the lesser of Credit Facility availability and \$25.0 million. The Company is also required to maintain at least \$5.0 million of the Company's cash and/or marketable securities with the Lender which is considered restricted cash and is included in other long-term assets at January 31, 2023 on the Company's consolidated balance sheets.

The Credit Facility is guaranteed by the Company and each of its current and future material domestic subsidiaries (the "Guarantors") and secured by substantially all of the personal property, subject to customary exceptions, of the Borrower and the Guarantors, in each case, now owned or later acquired, including a pledge of all of the Borrower's capital stock, the capital stock of all of the Company's domestic subsidiaries, and 65% of the capital stock of foreign subsidiaries that are directly owned by the Borrower or a Guarantor.

As of January 31, 2023, unamortized debt issuance costs were \$0.2 million and are included in other long-term assets.

As of January 31, 2023, the Company had \$30.0 million outstanding and no letters of credit issued under the Credit Facility and was in compliance with all covenants. As of January 31, 2023, the applicable interest rate was approximately 5.57%. The available borrowing capacity under the Credit Facility was \$20.0 million as of January 31, 2023.

**Note 16. Commitments and Contingencies**

In addition to the operating lease commitments described in Note 14 "Leases", the Company has additional contractual commitments as described further below.

***Purchase Commitments***

The Company's purchase commitments consist of non-cancellable agreements to purchase goods and services, primarily licenses and hosting services, entered into in the ordinary course of business.

***Financing Obligations***

The Company entered into a lease agreement for the Company's headquarters in November 2020 in connection with the new lessor acquiring the property. Due to a purchase option contained in that lease, the Company is deemed to have continuing involvement and is considered to be the owner of the Company's headquarters for accounting purposes. As a result,

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the Company did not meet the criteria to apply sale-leaseback accounting and therefore, recorded an asset and corresponding financing obligation for \$16.3 million at inception of that lease. The fair value of the leased property and corresponding financing obligation are included in property and equipment, net and financing obligations on the consolidated balance sheets, respectively.

In January 2021, the Company entered into an amendment to its November 2020 headquarters lease to provide for construction of a parking deck, which upon completion was subject to exclusive use by the Company. Due to the Company also being deemed to be the owner of the parking deck for accounting purposes, the costs associated with the construction of the parking deck were capitalized as construction in progress with a corresponding construction liability through construction. Upon completion of the parking deck in September 2021, for approximately \$17.7 million, the costs of the construction in progress and the corresponding construction liability were reclassified to property and equipment, net and financing obligations on the consolidated balance sheets, respectively.

In April 2021, the Company entered into a new lease agreement for the construction of an additional office building that is on the same parcel of land as the Company's existing headquarters. Due to a purchase option contained in that April 2021 lease, the Company is also deemed to be the owner of the additional building for accounting purposes, the costs associated with the construction of the additional building were capitalized as construction in progress with a corresponding construction liability through construction. Upon completion of the additional building in November 2022, for approximately \$22.4 million, the costs of the construction in progress and the corresponding construction liability were reclassified to property and equipment, net and financing obligations on the consolidated balance sheets, respectively, and the term of the Company's November 2020 lease for its headquarters and the related parking deck became coterminous with the April 2021 lease. The term of the April 2021 lease expires in October 2037 with options to extend. The purchase option expires if not exercised on or before November 30, 2026.

The leases will be analyzed for applicable lease accounting upon expiration of the purchase option, if not exercised.

Purchase commitments and future minimum lease payments required under financing obligations as of January 31, 2023 is as follows:

<b>Fiscal Year Ending January 31,</b>	<b>Purchase commitments</b>	<b>Financing obligations - leased facility</b>
2024	\$ 4,403	\$ 4,443
2025	3,630	4,543
2026	1,720	4,644
2027	1,102	3,950
2028	—	—
Thereafter	—	—
<b>Total</b>	<b>\$ 10,855</b>	<b>\$ 17,580</b>
Residual financing obligations and assets		49,476
Less: amount representing interest		(11,676)
Financing obligations		<b>\$ 55,380</b>

A portion of the the associated lease payments are recognized as interest expense and the remainder reduces the financing obligations. The weighted-average discount rate for the Company's financing obligations as of January 31, 2023 was 5.7%.

### **Indemnification**

In the ordinary course of business, the Company generally includes standard indemnification provisions in its arrangements with third parties, including vendors, customers, and the Company's directors and officers. Pursuant to these provisions, the Company may be obligated to indemnify such parties for losses or claims suffered or incurred. It is not possible to determine the maximum potential loss under these indemnification provisions due to the Company's limited history of prior

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indemnification claims and the unique facts and circumstances involved in each particular provision. To date, the Company has not incurred any material costs as a result of such obligations and has not accrued any material liabilities related to such obligations in the accompanying consolidated financial statements.

**Legal Proceedings**

From time to time, the Company is involved in legal proceedings or is subject to claims arising in the ordinary course of business including the following:

On February 23, 2021, the Company and certain of its officers and other employees were served with grand jury subpoenas wherein the Antitrust Division of the Department of Justice (the "DOJ") was seeking documents and information in connection with an investigation of the Company's hiring and wage practices under US federal antitrust laws. On February 8, 2023, the DOJ informed the Company that the investigation is closed. No fines, sanctions, actions, or penalties were imposed or taken against the Company or its officers or other employees in connection with this matter, and the costs the Company was incurring cooperating with the investigation have now ceased.

On March 12, 2021, a putative class action complaint was filed in the United States District Court for the Eastern District of North Carolina (the "District Court"). The sole class representative in the suit is one individual alleging a contract, combination or conspiracy between and among the Company, Live Oak Bancshares, Inc. ("Live Oak") and Apiture, Inc. ("Apiture") not to solicit or hire each other's employees in violation of Section 1 of the Sherman Act and N.C. Gen Stat. §§ 75-1 and 75-2. The complaint seeks treble damages and additional remedies, including restitution, disgorgement, reasonable attorneys' fees, the costs of the suit, and pre-judgment and post judgment interest. The complaint does not allege any specific damages. On April 28, 2022, the District Court approved settlements between the plaintiff and defendant Live Oak in the amount of approximately \$3.9 million and unnamed party Apiture in the amount of approximately \$0.8 million. Although there can be no assurance with respect to the outcome of this matter, the Company believes the alleged claims are not meritorious and intends to defend itself vigorously.

On September 26, 2022, a purported stockholder of the Company filed a complaint in the Delaware Court of Chancery in connection with the series of mergers in which the Company became the parent of nCino OpCo and SimpleNexus. The complaint, captioned City of Hialeah Employees' Retirement System, Derivatively on Behalf of Nominal Defendants nCINO, INC. (f/k/a Penny HoldCo, Inc.) and nCINO OpCo, Inc. (f/k/a nCino, Inc.) v. INSIGHT VENTURE PARTNERS, LLC, et al., C.A. No. 2022-0846-MTZ, names as defendants, Insight Ventures Partners, LLC., Insight Holdings Group, LLC., the Company's directors and certain officers, along with nCino, Inc. and nCino OpCo, Inc. as nominal defendants, and alleges that the members of the board of directors, controlling stockholders, and officers violated their fiduciary duties in the course of negotiating and approving the series of mergers. The complaint alleges damages in an unspecified amount. Pursuant to the rights in its bylaws and Delaware law, the Company is advancing the costs incurred by the director and officer defendants in this action, and the defendants may assert indemnification rights in respect of an adverse judgment or settlement of the action, if any.

The Company does not presently believe the above matters will have a material adverse effect on its day-to-day operations or the quality of the services, products or innovation it continues to provide to its customers. However, regardless of the outcome, legal proceedings can have an adverse impact on the Company because of the related expenses, diversion of management resources, and other factors.

Given the uncertainty and preliminary stages of these matters, the Company is unable to reasonably estimate any possible loss or range of loss that may result. Therefore, the Company has not made an accrual for the above matters in the consolidated financial statements.

**Other Commitments and Contingencies**

The Company may be subject to audits related to its non-income taxes by tax authorities in jurisdictions where it conducts business. These audits may result in assessments of additional taxes that are subsequently resolved with the authorities or potentially through the courts. The Company accrues for any assessments if deemed probable and estimable.

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**Note 17. Related-Party Transactions**

The Company's largest vendor is also an equityholder in the Company. Total payments related to the reseller agreement with this party are disclosed in Note 9 "Reseller Agreement." The Company also purchases services from this party to assist in managing its own sales cycle, customer relationship management, and other business functions. The Company has a non-cancellable agreement for the purchase of services. In December 2022, this agreement was renewed for one year and expires in December 2023. Based solely on information reported in a Schedule 13G/A filed with the SEC on February 11, 2022, this vendor is no longer considered a related party as of December 31, 2021, and the amounts disclosed related to them are accordingly presented while the vendor was considered a related party. The vendor was considered a related party for a portion of the year ended January 31, 2022 and was no longer considered a related party as of January 31, 2022. The Company continues to do business with the vendor and balances at January 31, 2022 are no longer presented as related party. Total payments for these services recorded to expenses were \$1.2 million and \$1.5 million for the fiscal years ended January 31, 2021 and 2022, respectively.

In the quarter ended July 31, 2020, certain equityholders ceased to qualify as related parties of the Company and the amounts disclosed related to them are accordingly presented only while they were considered a related party. Included in revenues from three equityholders, who are also customers of the Company, was \$2.8 million for the fiscal year ended January 31, 2021.

The Company has a banking relationship with one of its former equityholders who was considered a related party. In the quarter ended July 31, 2020, the equityholder ceased to qualify as a related party of the Company and the amounts disclosed related to such former equityholder are accordingly presented only while they were considered a related party. Included in interest income is \$0.1 million for the fiscal year ended January 31, 2021.

The Company entered into the Merger Agreement on January 7, 2022, as disclosed in Note 1 "Organization and Description of Business" and Note 7 "Business Combinations." Affiliates of Insight Partners were equityholders of SimpleNexus and certain other parties in connection with the Merger Agreement transaction, and other affiliates of Insight Partners are currently significant stockholders of the Company.

On November 1, 2022, the Company's wholly-owned subsidiary, nCino OpCo, acquired preferred shares of ZestFinance, Inc. (d/b/a ZEST AI) ("Zest AI"), a private company, for \$2.5 million. The investment is considered a related party transaction as entities affiliated with Insight Partners, a beneficial owner of the Company, own greater than ten percent of Zest AI.

**Note 18. Basic and Diluted Loss per Share**

Basic loss per share is computed by dividing net loss attributable to nCino, Inc. by the weighted-average number of common shares outstanding for the fiscal period. Diluted loss per share is computed by giving effect to all potential weighted average dilutive common stock, including stock options issued and outstanding, nonvested RSUs issued and outstanding, and shares issuable pursuant to the ESPP. The dilutive effect of outstanding awards is reflected in diluted earnings per share by application of the treasury stock method. Diluted loss per share for the fiscal years ended January 31, 2021, 2022, and 2023 is the same as the basic loss per share as there was a net loss for those periods, and inclusion of potentially issuable shares was anti-dilutive.

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The components of basic and diluted loss per share for periods presented are as follows (in thousands, except share and per share data):

	Fiscal Year Ended January 31,		
	2021	2022	2023
Basic and diluted loss per share:			
Numerator			
Net loss attributable to nCino, Inc.	\$ (40,536)	\$ (49,446)	\$ (102,720)
Denominator			
Weighted-average common shares outstanding	87,678,323	96,722,464	110,615,734
Basic and diluted loss per share attributable to nCino, Inc.	\$ (0.46)	\$ (0.51)	\$ (0.93)

The following potential outstanding common stock were excluded from the diluted loss per share computation because the effect would have been anti-dilutive:

	Fiscal Year Ended January 31,		
	2021	2022	2023
Stock options issued and outstanding	5,467,012	2,629,109	2,009,323
Nonvested RSUs issued and outstanding	1,848,296	3,012,440	3,531,387
Shares issuable pursuant to the ESPP	—	12,471	21,079

#### Note 19. Restructuring

On January 18, 2023, the Company announced a workforce reduction of approximately seven percent 7% and office space reductions in certain markets (collectively, the “restructuring plan”) in furtherance of its efforts to improve operating margins and advance the Company’s objective of profitable growth.

Lease termination costs are accounted for in accordance with ASC 842, Leases. The Company paid \$0.8 million in the fourth quarter of fiscal 2023 to exercise an early termination clause to exit a facility during fiscal 2024, which was accounted for as a lease modification.

The Company incurred charges in the fourth quarter of the Company’s fiscal 2023 of \$4.8 million in connection with the restructuring plan. As of January 31, 2023, the accrual for severance and related benefit costs of \$5.0 million for terminated employees was included in accrued compensation and benefits on the consolidated balance sheets and is expected to be paid in the first quarter of the Company’s fiscal 2024. The Company had no restructuring charges for the fiscal years ended January 31, 2021 and 2022.

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The Company's restructuring charges for the fiscal year ended January 31, 2023 were as follows:

	Fiscal Year Ended January 31, 2023			
	Severance and other employee costs	Stock-based compensation (benefit)	Lease exit fees <sup>1</sup>	Total
Cost of subscription revenues	\$ —	\$ —	\$ 4	\$ 4
Cost of professional services and other revenues	324	(9)	9	324
Sales and marketing	1,324	(31)	9	1,302
Research and development	2,105	(141)	30	1,994
General and administrative	1,210	(29)	2	1,183
Total	<u>\$ 4,963</u>	<u>\$ (210)</u>	<u>\$ 54</u>	<u>\$ 4,807</u>

<sup>1</sup>These expenses reduced operating lease right-of-use assets on the consolidated balance sheets.

## **Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

None.

## **Item 9A. Controls and Procedures**

### **Evaluation of Disclosure Controls and Procedures**

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”), means controls and other procedures of a company that are designed to provide reasonable assurance that information required to be disclosed by a company in the reports it files or submits under the Exchange Act is recorded, processed, summarized, and reported, within the time periods specified in the SEC’s rules and forms, and that such information is accumulated and communicated to the company’s management, including its principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure. Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures at January 31, 2023, the last day of the period covered by this Annual Report on Form 10-K. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, at January 31, 2023, our disclosure controls and procedures were effective at the reasonable assurance level.

### **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 13a-15(f) and 15d-15(f) of the Exchange Act. Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting as of January 31, 2023 based on the guidelines established in the Internal Control-Integrated Framework (2013 framework) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Our internal control over financial reporting includes policies and procedures that provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with GAAP. Based on the results of our evaluation, our management concluded that our internal control over financial reporting was effective as of January 31, 2023.

The effectiveness of our internal control over financial reporting as of January 31, 2023 has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in its report which is included in Part II, Item 8 of this Annual Report on Form 10-K.

### **Changes in Internal Control over Financial Reporting**

There was no change in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the fiscal quarter ended January 31, 2023 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

### **Inherent Limitations on the Effectiveness of Controls**

Our management, including our Chief Executive Officer and Chief Financial Officer, do not expect that our disclosure controls and procedures 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. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected. These inherent limitations 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**

Not applicable.

**Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections**

Not applicable.

**PART III**

**Item 10. Directors, Executive Officers and Corporate Governance**

The information required by this Item 10 is incorporated by reference from the sections entitled “*Proposal One: Election of the Three Class III Directors Named in this Proxy Statement*,” “*Corporate Governance*,” and “*Executive Officers*” from our Proxy Statement relating to our 2023 Annual Meeting of Shareholders which will be filed with the SEC within 120 days of the fiscal year ended January 31, 2023.

**Item 11. Executive Compensation**

The information required by this Item 11 is incorporated by reference from the sections entitled “*Compensation Discussion and Analysis*,” “*Compensation Committee Report*,” “*Executive Compensation*,” and “*Director Compensation*” from our Proxy Statement relating to our 2023 Annual Meeting of Shareholders which will be filed with the SEC within 120 days of the fiscal year ended January 31, 2023.

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

The information required by this Item 12 is incorporated by reference from the sections entitled “*Security Ownership of Certain Beneficial Owners and Management*” and “*Equity Compensation Plan Information*” from our Proxy Statement relating to our 2023 Annual Meeting of Shareholders which will be filed with the SEC within 120 days of the fiscal year ended January 31, 2023.

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

The information required by this Item 13 is incorporated by reference from the sections entitled “*Certain Relationships and Related Party Transactions*” and “*Director Independence*” from our Proxy Statement relating to our 2023 Annual Meeting of Shareholders which will be filed with the SEC within 120 days of the fiscal year ended January 31, 2023.

**Item 14. Principal Accountant Fees and Services**

The information required by this Item 14 is incorporated by reference from the sections entitled “*Principal Accountant Fees and Services*” and “*Pre-Approval Policy*” from our Proxy Statement relating to our 2023 Annual Meeting of Shareholders which will be filed with the SEC within 120 days of the fiscal year ended January 31, 2023.

**PART IV****Item 15. Exhibits and Financial Statement Schedules**

1. Financial Statements. See Index to Consolidated Financial Statements in Part II, Item 8 of this Annual Report on Form 10-K.
2. Financial Statement Schedules  
Schedule II Valuation and Qualifying Accounts

## Deferred Tax Assets Valuation Allowance

(\$ in thousands)	Fiscal Year Ended January 31,		
	2021	2022	2023
Balance, beginning of period	\$ 36,425	\$ 70,056	\$ 109,021
Net increase during the year	33,631	38,965	29,338
Balance, end of period	<u>\$ 70,056</u>	<u>\$ 109,021</u>	<u>\$ 138,359</u>

Schedules not listed above have been omitted because they are not required, not applicable, or the required information is otherwise included.

3. Exhibits

EXHIBIT INDEX

Exhibit Number	Description of Exhibit	Incorporated by Reference				
		Form	File No.	Exhibit	Filing Date	Filed Herewith
2.1+	<a href="#">Agreement and Plan of Merger, dated as of November 16, 2021, by and among nCino, Inc., Penny HoldCo, Inc., Dollar Merger Sub, Inc., Penny Merger Sub, LLC, SimpleNexus, LLC, Insight Venture Partners, LLC, and the other parties thereto</a>	8-K	001-39380	2.1	November 17, 2021	
3.1	<a href="#">Amended and Restated Certificate of Incorporation</a>	8-K12B	001-41211	3.1	January 10, 2022	
3.2	<a href="#">Amended and Restated Bylaws</a>	8-K	001-41211	3.1	November 29, 2022	
4.1	<a href="#">Form of Common Stock Certificate</a>	10-K	001-41211	4.1	March 31, 2022	
4.2	<a href="#">First Amended and Restated Investors' Rights Agreement, dated February 12, 2015, as amended, among nCino, Inc. and certain holders of its capital stock.</a>	S-1	333-239335	4.2	June 22, 2020	
4.3	<a href="#">First Amendment to First Amended and Restated Investors' Rights Agreement, dated May 25, 2016, among nCino, Inc. and certain holders of its capital stock.</a>	S-1/A	333-239335	4.3	July 6, 2020	
4.4	<a href="#">Second Amendment to First Amended and Restated Investors' Rights Agreement, dated November 23, 2016, among nCino, Inc. and certain holders of its capital stock.</a>	S-1/A	333-239335	4.4	July 6, 2020	
4.5	<a href="#">Third Amendment to First Amended and Restated Investors' Rights Agreement, dated July 31, 2017, among nCino, Inc. and certain holders of its capital stock.</a>	S-1/A	333-239335	4.5	July 6, 2020	
4.6	<a href="#">Fourth Amendment to First Amended and Restated Investors' Rights Agreement, dated January 16, 2018, among nCino, Inc. and certain holders of its capital stock.</a>	S-1/A	333-239335	4.6	July 6, 2020	
4.7	<a href="#">Fifth Amendment to First Amended and Restated Investors' Rights Agreement, dated July 12, 2018, among nCino, Inc. and certain holders of its capital stock.</a>	S-1/A	333-239335	4.7	July 6, 2020	
4.8	<a href="#">Sixth Amendment to First Amended and Restated Investors' Rights Agreement, dated September 16, 2019, among nCino, Inc. and certain holders of its capital stock.</a>	S-1/A	333-239335	4.8	July 6, 2020	
4.9	<a href="#">Seventh Amendment to First Amended and Restated Investors' Rights Agreement, dated September 30, 2019, among nCino, Inc. and certain holders of its capital stock.</a>	S-1/A	333-239335	4.9	July 6, 2020	
4.10	<a href="#">Assignment and Assumption Agreement, dated January 7, 2022, by and among nCino, Inc. and nCino OpCo, Inc., with respect to the First Amended and Restated Investors' Rights Agreement, dated as of February 12, 2015, by and among nCino, Inc. and certain Investors</a>	8-K12B	001-41211	4.1	January 10, 2022	
4.11	<a href="#">Description of Capital Stock</a>					X
10.1†	<a href="#">nCino, Inc. 2014 Omnibus Stock Ownership and Long Term Incentive Plan and related form agreements.</a>	S-1	333-239335	10.1	June 22, 2020	
10.2†	<a href="#">nCino, Inc. 2019 Amended and Restated Equity Incentive Plan and related form agreements.</a>	S-1/A	333-239335	10.2	July 6, 2020	
10.3†	<a href="#">nCino, Inc. Employee Stock Purchase Plan.</a>	S-1/A	333-239335	10.3	July 6, 2020	

Exhibit Number	Description of Exhibit	Incorporated by Reference				
		Form	File No.	Exhibit	Filing Date	Filed Herewith
10.4†	<a href="#">Amended and Restated Employment Agreement with Pierre Naudé.</a>	S-1/A	333-239335	10.4	July 6, 2020	
10.5†	<a href="#">Amended and Restated Employment Agreement with David Rudow.</a>	S-1/A	333-239335	10.5	July 6, 2020	
10.6†	<a href="#">Amended and Restated Employment Agreement with Joshua Glover.</a>	S-1/A	333-239335	10.6	July 6, 2020	
10.7†	<a href="#">Amended and Restated Employment Agreement with Gregory D. Orenstein</a>					X
10.8†	<a href="#">Employment Agreement with April Rieger</a>					X
10.9†	<a href="#">Employment Agreement with Matthew Hansen</a>					X
10.10†	<a href="#">Separation and Release Agreement, dated January 19, 2023, by and among David Rudow and nCino, Inc.</a>	8-K/A	001-41211	10.1	January 24, 2023	
10.11†	<a href="#">Form of Indemnification Agreement entered into by and between nCino, Inc. and its directors and executive officers.</a>	S-1/A	333-239335	10.8	July 6, 2020	
10.12†	<a href="#">Form of Assignment and Assumption Agreement entered into by and among nCino OpCo, Inc., nCino, Inc., and its directors and executive officers relating to each applicable Indemnification Agreement</a>	10-K	001-41211	10.9	March 31, 2022	
10.13†	<a href="#">Form of Assignment and Assumption Agreement entered into by and among nCino OpCo, Inc., nCino, Inc., and its executive officers relating to each applicable Executive Employment Agreement</a>	10-K	001-41211	10.10	March 31, 2022	
10.14++	<a href="#">Partner Application Distribution Agreement by and between Salesforce and the Company, dated June 19, 2020, as amended.</a>	S-1	333-239335	10.7	June 22, 2020	
10.15	<a href="#">Office Lease by and between nCino, Inc. and Cloud Real Estate Holdings, LLC, dated November 29, 2020.</a>	8-K	001-39380	10.1	December 2, 2020	
10.16	<a href="#">Amendment to Office Lease by and between Wilmington Investors LLC and nCino, Inc., dated November 25, 2020</a>	8-K	001-39380	10.2	December 2, 2020	
10.17	<a href="#">Agreement Regarding Exercise and Assignment of Purchase Option among nCino, Inc. and Cloud Real Estate Holdings, LLC, dated November 29, 2020</a>	8-K	001-39380	10.3	December 2, 2020	
10.18	<a href="#">First Amendment to Office Lease by and between nCino, Inc. and Cloud Real Estate Holdings, LLC, dated January 27, 2021</a>	10-K	001-39380	10.12	March 31, 2021	
10.19	<a href="#">Lease by and between nCino, Inc. and Cloud Real Estate Holdings, LLC, dated April 5, 2021</a>	8-K	001-39380	10.1	April 7, 2021	
10.20	<a href="#">Second Amendment to Office Lease by and between nCino, Inc. and Cloud Real Estate Holdings, LLC, dated April 5, 2021</a>	10-Q	001-39380	10.1	June 2, 2021	
10.21+	<a href="#">Restrictive Covenant Agreement, dated as of November 16, 2021, by and among nCino, Inc. and the Insight Parties thereto</a>	8-K	001-39380	10.1	November 17, 2021	
10.22++	<a href="#">Parking Deck Rent Adjustment Notice</a>	10-Q	001-39380	10.2	December 1, 2021	
10.23	<a href="#">Credit Agreement by and among nCino, Inc., nCino OpCo, Inc., certain subsidiaries of nCino, Inc. as guarantors and Bank of America, N.A., dated February 11, 2022</a>	8-K	001-41211	10.1	February 14, 2022	
10.24	<a href="#">New Building Completion Notice</a>	10-Q	001-41211	10.1	November 30, 2022	

Exhibit Number	Description of Exhibit	Incorporated by Reference				
		Form	File No.	Exhibit	Filing Date	Filed Herewith
10.25	<a href="#">First Amendment to Office Lease (New Building) by and between nCino, Inc. and Cloud Real Estate Holdings, LLC, dated March 20, 2023</a>					X
10.26	<a href="#">Third Amendment to Office Lease (Existing Building) by and between nCino, Inc. and Cloud Real Estate Holdings, LLC, dated March 20, 2023</a>					X
21.1	<a href="#">List of subsidiaries of nCino, Inc.</a>					X
23.1	<a href="#">Consent of Ernst &amp; Young LLP, Independent Registered Public Accounting Firm</a>					X
31.1	<a href="#">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.</a>					X
31.2	<a href="#">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.</a>					X
32.1*	<a href="#">Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>					X
32.2*	<a href="#">Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>					X
101.INS	Inline XBRL Instance Document					X
101.SCH	Inline XBRL Taxonomy Extension Schema Document					X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF	Inline XBRL Extension Definition					X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					X
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)					X
+	Certain schedules and exhibits to this agreement have been omitted pursuant to Items 601(a)(5) of Regulation S-K, and the Company agrees to furnish supplementally to the Securities and Exchange Commission a copy of any omitted schedule and/or exhibit upon request.					
†	Management contract, compensatory plan or arrangement.					
++	Portions of this exhibit have been redacted in accordance with Item 601(b)(10)(iv) of Regulation S-K.					
*	The certifications furnished in Exhibit 32.1 and 32.2 hereto are deemed to accompany this Annual Report on Form 10-K and will not be deemed "filed" for purpose of Section 18 of the Securities Exchange Act of 1934, as amended, except to the extent that the registrant specifically incorporates by reference.					

**Item 16. Form 10-K Summary**

Not applicable.

**SIGNATURES**

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

**nCino, Inc.**

Date: March 28, 2023

By: /s/ Pierre Naudé  
 Pierre Naudé  
 Chairman and Chief Executive Officer  
 (Principal Executive Officer)

Date: March 28, 2023

By: /s/ Gregory D. Orenstein  
 Gregory D. Orenstein  
 Chief Financial Officer & Treasurer  
 (Principal Financial Officer)

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

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Pierre Naudé</u> Pierre Naudé	Chairman and Chief Executive Officer (Principal Executive Officer)	March 28, 2023
<u>/s/ Gregory D. Orenstein</u> Gregory D. Orenstein	Chief Financial Officer & Treasurer (Principal Financial Officer)	March 28, 2023
<u>/s/ Jeanette Sellers</u> Jeanette Sellers	Vice President of Accounting (Principal Accounting Officer)	March 28, 2023
<u>/s/Steven Collins</u> Steven Collins	Director	March 28, 2023
<u>/s/ Jon Doyle</u> Jon Doyle	Director	March 28, 2023
<u>/s/ Jeffrey Horing</u> Jeffrey Horing	Director	March 28, 2023
<u>/s/ Pam Kilday</u> Pam Kilday	Director	March 28, 2023
<u>/s/ Spencer Lake</u> Spencer Lake	Director	March 28, 2023
<u>/s/ William Ruh</u> William Ruh	Director	March 28, 2023
<u>/s/ William Spruill</u> William Spruill	Director	March 28, 2023

**DESCRIPTION OF THE REGISTRANT'S SECURITIES  
REGISTERED PURSUANT TO SECTION 12 OF THE  
SECURITIES EXCHANGE ACT OF 1934**

The following description of the registrant's securities registered pursuant to Section 12 of the Securities Exchange Act of 1934 (the "**Exchange Act**") is a summary and does not purport to be complete. The terms "**nCino**", "**we**", "**our**" and "**us**" as used herein refer to nCino, Inc. and not any of its subsidiaries.

**Description of Capital Stock**

The following description is a summary and does not purport to be complete. It is subject to and qualified in its entirety by reference to nCino's Amended and Restated Certificate of Incorporation, as amended (the "**Certificate of Incorporation**"), nCino's Amended and Restated Bylaws (the "**Bylaws**") and the General Corporation Law of the State of Delaware (the "**DGCL**").

**Authorized Shares**

The authorized capital stock of nCino consists of:

- 500 million shares of common stock, par value \$0.0005 per share (the "**Common Stock**"); and
- 10 million shares of preferred stock, par value \$0.001 per share (the "**Preferred Stock**").

**Common Stock**

***Voting Rights***

Holders of Common Stock are entitled to one vote per share with respect to each matter presented to our stockholders on which the holders of Common Stock are entitled to vote. Holders of Common Stock do not have cumulative voting rights.

***Dividend Rights***

Subject to the prior rights of holders of Preferred Stock, if any, holders of Common Stock are entitled to receive, such dividends and distributions, if any, as may be lawfully declared from time to time by the board of directors.

***Other Rights***

Upon any liquidation, dissolution or winding up of us, whether voluntary or involuntary, holders of Common Stock will be entitled to receive the net assets available for distribution to stockholders, ratably in proportion to the number of shares of Common Stock held by them, subject to the rights of the holders of any series of Preferred Stock.

**Preferred Stock**

The board of directors has the authority, without stockholder approval, to issue Preferred Stock in one or more series and to fix the preferences, limitations and rights of the shares of each series, including:

- the designation of the series;
- the number of shares constituting the series;
- dividend rights;
- conversion or exchange rights; and
- the terms of redemption and liquidation preferences.

**Anti-Takeover Effects of Provisions of the DGCL, the Certificate of Incorporation and the Bylaws**

The DGCL and the Certificate of Incorporation and Bylaws contain provisions that may delay, deter, prevent or render more difficult a takeover attempt that our stockholders might consider to be in their best interests. Even in the absence of a takeover attempt, these provisions may also adversely affect the prevailing market price for our Common Stock if they are viewed as limiting the liquidity of our Common Stock or discouraging takeover attempts in the future.

### ***Authorized but Unissued Common and Preferred Stock***

The existence of authorized and unissued Common and Preferred Stock may enable our board of directors to issue shares to persons friendly to current management, which could render more difficult or discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or otherwise, and could thereby protect the continuity of our management and possibly deprive stockholders of opportunities to sell Common Stock they own at prices higher than prevailing market prices.

### ***Board of Directors***

The Certificate of Incorporation provides that, subject to the rights of the holders of any series of Preferred Stock, a director may be removed from office by the stockholders only for cause.

### ***Stockholder Action***

The Certificate of Incorporation provides that any action required or permitted to be taken by our stockholders must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders; provided, however, that any action required or permitted to be taken by the holders of any series of Preferred Stock, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided by the applicable Preferred Stock designation.

The Bylaws also provide that, except as required by law and subject to the rights of any holders of Preferred Stock, special meetings of our stockholders for any purpose or purposes may be called only by the Chairperson of the Board of Directors (if any), the Chief Executive Officer, or the Board of Directors. These provisions may have the effect of delaying consideration of a stockholder proposal until the next annual meeting.

### ***Advance Notice Requirements for Nominations of Directors or Other Stockholder Proposals***

The Bylaws require stockholders seeking to nominate persons for election as directors at an annual or special meeting of stockholders, or to bring other business before an annual meeting (other than a matter brought under Rule 14a-8 under the Exchange Act), to provide timely notice in writing. In the case of an annual meeting, to be timely, a stockholder's notice must be delivered to our corporate secretary, not less than 90 days nor more than 120 days, prior to the first anniversary of the preceding year's annual meeting. However, if either (i) the annual meeting is called for a date that is more than 30 days before or more than 60 days after that anniversary date or (ii) no annual meeting was held in the preceding year, then notice by the stockholder, to be timely, must be received by our corporate secretary no more than 120 days prior to such annual meeting nor less than the later of (A) 90 days prior to such annual meeting and (B) 10 days after the earlier of (1) the day on which notice of the date of the meeting was mailed or (2) the day on which public disclosure of the date of the meeting was made. In the case of a special meeting, to be timely, a stockholder's notice must be delivered to our corporate secretary no more than 10 days after the earlier of (A) the day on which notice of the date of the special meeting was mailed or (B) the day on which public disclosure of the date of the special meeting was made.

A stockholder's notice to our corporate secretary must be in proper written form and must set forth information related to the stockholder of record providing the notice of nominations or business proposed to be brought before a stockholders' meeting and the beneficial owners, if different, on whose behalf the nominations or business proposed to be brought before a stockholders' meeting is made (collectively, the "**Proposing Persons**"), including:

- the name and address of the stockholder giving the notice and the names and addresses of the other Proposing Persons, if any;
- information as to the ownership by the Proposing Persons of our capital stock;
- a description of the material terms of all agreements, arrangements or understandings (whether or not in writing) entered into by any Proposing Persons for the purpose of acquiring, holding, disposing or voting of any shares of any class or series of our capital stock;
- a description of all agreements, arrangements or understandings by and among any of the Proposing Persons, or by and among any Proposing Persons and any other person (including with any proposed nominees), pertaining to the nominations or other business proposals and identification of the names and addresses of other stockholders (including beneficial owners) known by any of the Proposing Persons to support such nominations or other business proposals;
- a statement whether or not the stockholder giving the notice and/or the other Proposing Persons, if any, will deliver a proxy statement and form of proxy to holders of, in the case of a business proposal, at least the percentage of voting power of all of the shares of our capital stock required under applicable law to approve the proposal or, in the case of a nomination or nominations, at least the percentage of voting power of all of the shares of our capital stock reasonably believed by such Proposing Person to be sufficient to elect the nominee or nominees proposed to be nominated by such stockholder; and
- such other information as required under the our Bylaws.

As to each person whom the stockholder proposes to nominate for election as a director, the notice shall include, among other information, the following:

- all information relating to the person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Exchange Act;
- the person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; and
- a statement whether the person, if elected, intends to tender, promptly following the person's election or re-election, an irrevocable resignation effective upon the person's failure to receive the required vote for re-election at the next meeting at which the person would face re-election and upon acceptance of such resignation by the board of directors, in accordance with our Corporate Governance Guidelines.

As to any other business that the stockholder proposes to bring before the meeting, the notice shall include, among other information, the following:

- a brief description of the business desired to be brought before the meeting;
- the reasons for conducting such business at the meeting; and
- any material interest in such business of the Proposing Person.

### ***Exclusive Forum***

The Bylaws provide that, unless we consent in writing to the selection of another forum, the Court of Chancery of the State of Delaware shall be the exclusive forum for: (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or employee to us or our stockholders, (iii) any action asserting a claim pursuant to the DGCL, the Certificate of Incorporation or the Bylaws or (iv) any action asserting a claim governed by the internal affairs doctrine. Although we believe this provision benefits us by providing increased consistency in the application of Delaware law in the types of lawsuits to which it applies, the provision may have the effect of discouraging lawsuits against our directors and officers. The enforceability of similar choice of forum provisions in other companies' bylaws and certificates of incorporation has been challenged in legal proceedings, and it is possible that, in connection with any action, a court could find the choice of forum provisions contained in our Bylaws to be inapplicable or unenforceable in such action.

### ***Limitation of Liability and Indemnification Matters***

The Certificate of Incorporation provides that, to the fullest extent permitted by the DGCL as it now exists or may hereafter be amended, none of our directors will be personally liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director. Under our Certificate of Incorporation and the DGCL as it now reads, such limitation of liability is not permitted:

- for any breach of the director's duty of loyalty to us or our stockholders;
- for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- for payments of unlawful dividends or unlawful stock purchases or redemptions under Section 174 of the DGCL; or
- for any transaction from which the director derived an improper personal benefit.

Section 145 of the DGCL provides that a corporation may indemnify directors and officers, as well as other employees and individuals, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement, that are incurred in connection with various actions, suits or proceedings, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, known as a derivative action, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, if they had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses, including attorneys' fees, incurred in connection with the defense or settlement of such actions, and the statute requires court approval before there can be any indemnification if the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's bylaws, disinterested director vote, stockholder vote, agreement or otherwise.

Our Certificate of Incorporation provides that each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was, or has agreed to become, a director or officer of us, or is or was serving, or has agreed to serve, at our request as a director, officer or trustee of, or in similar capacity with, another corporation, partnership, joint venture, trust or other enterprise, including any employee benefit plan, or by reason of any action alleged to have been taken or omitted in such capacity, will be indemnified by us against all

expense (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person or on behalf of such person in connection with such action, suit or proceeding and any appeal therefrom, if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, our best interests, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. Our Certificate of Incorporation also provides that we will pay the expenses incurred in defending any such proceeding in advance of its final disposition. These rights are not exclusive of any other right that any person may have or acquire under any statute, provision of our Certificate of Incorporation, Bylaws, agreement, vote of stockholders or disinterested directors or otherwise. No repeal or modification of these provisions will in any way diminish or affect the rights of any director or officer of us under our Certificate of Incorporation in respect of any occurrence or matter arising prior to any such repeal or modification. Our Certificate of Incorporation also specifically authorizes us to grant indemnification rights to our other employees or agents or other persons serving us and such rights may be equivalent to, or greater or less than, those set forth above. Additionally, our Certificate of Incorporation authorizes us to maintain insurance on behalf of any person who is an officer, director, employee or agent of us or another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) against any expense, liability or loss incurred by such person in any such capacity, or arising out of such person's status as such, whether or not we would have the power to indemnify such person against such expense, liability or loss under the DGCL.

#### ***Delaware Business Combination Statute***

Our Certificate of Incorporation does not exempt us from the application of Section 203 of the DGCL. Section 203 of the DGCL provides that, subject to exceptions set forth therein, an interested stockholder of a Delaware corporation shall not engage in any business combination, including mergers or consolidations or acquisitions of additional shares of the corporation from the corporation, with the corporation for a three-year period following the time that such stockholder became an interested stockholder unless:

- prior to such time, the board of directors of the corporation approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction which resulted in the stockholder becoming an "interested stockholder," the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, other than statutorily excluded shares; or
- at or subsequent to such time, the business combination is approved by the board of directors of the corporation and authorized at an annual or special meeting of stockholders by the affirmative vote of at least 66 2/3% of the outstanding voting stock which is not owned by the interested stockholder.

Except as otherwise set forth in Section 203 of the DGCL, an interested stockholder is defined to include:

- any person that is the owner of 15% or more of the outstanding voting stock of the corporation, or is an affiliate or associate of the corporation and was the owner of 15% or more of the outstanding voting stock of the corporation at any time within three years immediately prior to the date of determination; and
- the affiliates and associates of any such person.

#### ***Transfer Agent and Registrar***

The transfer agent and registrar for our capital stock is Computershare Trust Company, N.A.

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement"), by and between nCino, Inc., a Delaware corporation (the "Company"), and Gregory D. Orenstein ("You" or "Your") (each, a "Party" and collectively, the "Parties"), is entered into and effective as of July 6, 2020 (the "Effective Date").

WHEREAS, You are an employee of the Company;

WHEREAS, the Parties desire to enter into this Agreement, as an amendment and restatement to the Compensation Agreement, effective as of October 25, 2017 between the Company and You (the "Prior Agreement"), to express the terms and conditions of Your continued employment with the Company (or any of its affiliates) as described herein; and

WHEREAS, as a condition to and as consideration for the Company's entry into this Agreement, including the enhanced severance benefits provided hereunder, You desire and agree to enter into the Amended and Restated Non-Disclosure, Restrictive Covenants and Assignment of Inventions Agreement as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual agreements in this Agreement, the Parties agree as follows:

1. At-Will Employment. This Agreement does not create a contract for employment for a definite period or a contract for any particular benefits. Your employment with the Company shall be and remain at all times an at-will relationship. This means that at either Your option or the Company's option, Your employment may be terminated at any time, with or without Cause, and with or without notice. The period from the Effective Date through the date of the termination of Your employment hereunder is referred to herein as the "Term."

2. Positions and Authority. You shall serve in the position of Chief Corporate Development & Legal Officer and Secretary of the Company, or in such other positions as the Parties may agree, reporting to the Company's President and Chief Executive Officer. You agree to serve in the officer positions referred to in this Section 2, and to perform diligently and to the best of Your abilities the duties and services pertaining to such offices as set forth in the Bylaws of the Company, as well as such additional duties and services appropriate to such offices that the Parties may agree upon from time to time. Upon the Effective Date, Your principal place of work shall be located in Atlanta, Georgia, subject to business travel as reasonably necessary in the performance of Your duties for the Company.

During the Term, You shall devote Your full business time and efforts to the business and affairs of the Company and its subsidiaries, provided that You shall be entitled to serve on civic, charitable, educational, religious, public interest or public service boards, and to manage Your personal and family investments, in each case, to the extent such activities do not materially interfere with the performance of Your duties and responsibilities hereunder. You shall not become a director of any for profit entity without first receiving the approval of the Nominating and Corporate Governance Committee of the Board of Directors of the Company (the "Board").

3. Compensation and Benefits.

(a) Base Salary. As compensation for Your performance of Your duties hereunder, Company shall pay to You an initial Base Salary of \$268,000 per year, payable in accordance with the normal payroll practices of the Company. The Base Salary shall be reviewed for increases but not decreases by the Compensation Committee of the Board (the "Compensation Committee") in good faith, based upon the Company's and Your performance and the Company's pay philosophy, not less often than annually. The term "Base Salary" shall refer to the Base Salary as may be in effect from time to time.

(b) Annual Incentive Compensation. During the Term, You shall be eligible to participate in the annual cash bonus program maintained for senior executive officers of the Company (the "Annual Incentive Program"), with an initial target annual bonus opportunity equal to 50% of Base Salary. The actual amount of the annual bonus earned by and payable to You for any year or portion of a year, as applicable, shall be determined upon the satisfaction of goals and objectives established by the Compensation Committee, and shall be subject to such other terms and conditions of the Annual Incentive Program as in effect from time to time. Each bonus paid under the Annual Incentive Program shall be paid to You no later than two and a half months following the fiscal year in which the bonus is earned. Except as provided in Section 4, Your right to a bonus under the Annual Incentive Program is subject to Your continued employment with the Company through the applicable payment date of the bonus.

(c) Equity Incentive Program. During the Term, You shall be eligible to participate in the equity incentive program maintained for senior executive officers of the Company (the "Equity Incentive Program"), with an Equity Incentive Program target opportunity and equity vehicles determined by the Compensation Committee for each year of participation thereunder.

(d) Employee Benefits and Perquisites. During the Term, You shall be entitled to receive all benefits and perquisites of employment generally available to other members of the Company's senior executive management, upon Your satisfaction of the eligibility or participation criteria therefor. The Company reserves the right to modify or terminate employee benefits and perquisites at its discretion.

(e) Business Expenses. Subject to Section 23, You shall be reimbursed for reasonable travel and other expenses incurred in the performance of Your duties on behalf of the Company in a manner consistent with the Company's policies regarding such reimbursements, as may be in effect from time to time.

4. Compensation Upon Termination. Subject to the terms and conditions of this Agreement:

(a) Death. If Your employment with the Company (or any of its affiliates) is terminated as a result of Your death, the Company shall pay Your estate, or as may be directed by the legal representatives of Your estate, (i) Your Base Salary due through the date of termination, and (ii) a pro rata portion of Your annual cash bonus for the fiscal year of

termination, with such bonus based on actual performance results for the fiscal year of termination and pro-rated for the portion of the year during which You were employed by the Company and such bonus payable at the same time bonuses are paid to executive officers of the Company (but in any event no later than two and a half months following the fiscal year in which the bonus is earned).

(b) Disability. If Your employment with the Company (or any of its affiliates) is terminated by the Company as a result of You being substantially unable to perform the essential functions of Your then-current position with the Company (or any of its affiliates) by reason of illness, physical or mental disability or other similar incapacity, which inability shall continue for three (3) consecutive months (provided that until such termination, You shall continue to receive Your then-current compensation and benefits, reduced by any benefits payable to You under any disability insurance policy or plan applicable You), the Company shall pay You (i) Your Base Salary due through the date of termination, and (ii) a pro rata portion of Your annual cash bonus for the fiscal year of termination, with such bonus based on actual performance results for the fiscal year of termination and pro-rated for the portion of the year during which You were employed by the Company and such bonus payable at the same time bonuses are paid to executive officers of the Company (but in any event no later than two and a half months following the fiscal year in which the bonus is earned); provided, that payments so made to You with respect to any period that You are substantially unable to perform the essential functions of Your then-current position with the Company (or any of its affiliates) by reason of illness, physical or mental illness or other similar incapacity shall be reduced by the sum of the amounts, if any, payable to You by reason of such disability, at or prior to the time of any such payment, under any disability insurance policy or benefit plan and which amounts have not previously been applied to reduce any such payment.

(c) Termination by the Company for Cause or by You without Good Reason. If the Company (or any of its affiliates) terminates Your employment for Cause or You terminate Your employment without Good Reason, the Company shall pay You Your Base Salary due through the date of termination and shall have no further obligations to You.

(d) Termination by the Company without Cause or by You with Good Reason Prior to or More Than One Year Following a Change in Control. If (i) the Company (or any of its affiliates) terminates Your employment without Cause, or (ii) You terminate Your employment for Good Reason, in either case, prior to or more than one (1) year following a Change in Control, then the Company shall:

(A) pay You (i) Your Base Salary due through the date of termination, (ii) an amount equal to one (1) times Your then-current annual Base Salary, such amount paid in substantially equal installments as of the last day of each month during the twelve (12) month period commencing on Your date of termination (the "Severance Period"), with the first installment paid within sixty (60) days following Your termination of employment and such first installment including such amounts as would have otherwise been paid during the period beginning on the date of Your termination of employment and ending on such payment date, and (iii) a pro rata portion of Your annual cash bonus for the fiscal year of termination, with such bonus based on actual performance results for the fiscal year of termination and pro-rated for the

portion of the year during which You were employed by the Company and such bonus payable at the same time bonuses are paid to executive officers of the Company (but in any event no later than two and a half months following the fiscal year in which the bonus is earned); *provided, however*, that if the conditions of Section 5 have not been met upon the date(s) that any payment is or payments are due pursuant to clauses (ii) and (iii) under this Section 4(d)(A), such payment(s) will not be made upon the date specified above, and such withheld payment(s) will instead be made, subject to Section 23, on the first payroll date following the effective date of the Separation & Release Agreement.

(B) reimburse You, on a monthly basis, for any COBRA premiums You pay for You and any of Your dependents during the Severance Period (less the amount of any premium amount that would have been payable by You for such coverage, if any, if You had been actively employed by the Company), if and to the extent You and/or Your eligible dependents are entitled to and elect COBRA continuation coverage under the Company's major medical group plan in which You and/or Your dependents participated immediately prior to the date of termination, *provided, however*, that (i) notwithstanding anything in this subsection to the contrary, all other terms and provisions of the Company major medical group plan governing Your rights and Your dependent's rights under COBRA shall apply, (ii) payments pursuant to this Section 4(d)(B) shall cease earlier than the expiration of the Severance Period if You become eligible to receive health benefits pursuant to a plan maintained by a subsequent employer, including through a spouse's employer, during such period, and You shall promptly notify the Company of Your becoming eligible for such coverage, (iii) amounts paid by the Company will be taxable to the extent required to avoid adverse consequences to You or the Company under either Code §105(h) or the Patient Protection and Affordable Care Act of 2010 and (iv) if the conditions of Section 5 have not been met upon the date(s) that any reimbursement is or reimbursements are due pursuant to this Section 4(d)(B), such reimbursement(s) will not be made until the conditions of Section 5 have been met, and any such withheld reimbursement(s) will instead be made, subject to Section 23, on the first payroll date following the effective date of the Separation & Release Agreement; and

(C) if Your termination occurs before a Change in Control has occurred, cause any equity awards outstanding as of the Effective Date, including but not limited to, options to purchase common stock of the Company and restricted stock units, if any, then held by You to remain outstanding and be forfeited without consideration on the six (6) month anniversary of such termination unless a Change in Control occurs within such six (6) month period, in which case, such outstanding awards will be fully vested and exercisable immediately prior to such Change in Control (with You having ninety (90) days following such Change in Control to exercise such vested stock options if such options remain outstanding following such Change in Control).

(e) Termination by the Company without Cause or by You with Good Reason On or Prior to the One Year Anniversary of a Change in Control. If (i) the Company (or any of its affiliates) terminates Your employment without Cause, or (ii) You terminate Your employment for Good Reason, in each case, on or prior to the one (1) year anniversary of a

Change in Control (a "CIC Qualifying Termination"), then, in lieu of the benefits set forth in Section 4(d), the Company shall:

(A) pay You (i) Your Base Salary due through the date of termination, and (ii) an aggregate amount equal to one (1) times the sum of (x) Your then-current annual Base Salary and (y) Your target annual cash bonus for the fiscal year of termination (provided, that if Your termination occurs prior to the date on which target annual bonuses are determined for the fiscal year of termination, Your target annual bonus shall be based on the target annual bonus established for the fiscal year preceding the fiscal year of termination), in substantially equal installments as of the last day of each month during the Severance Period, with the first installment paid within sixty (60) days following Your termination of employment and such first installment including such amounts as would have otherwise been paid during the period beginning on the date of Your termination of employment and ending on such payment date; *provided, however*, that if the conditions of Section 5 have not been met upon the date(s) that any payment is or payments are due pursuant to clause (ii) under this Section 4(e)(A), such payment(s) will not be made upon the date specified above, and such withheld payment(s) will instead be made, subject to Section 23, on the first payroll date following the effective date of the Separation & Release Agreement; and

(B) reimburse You, on a monthly basis, for any COBRA premiums You pay for You and any of Your dependents during the Severance Period (less the amount of any premium amount that would have been payable by You for such coverage, if any, if You had been actively employed by the Company), if and to the extent You and/or Your eligible dependents are entitled to and elect COBRA continuation coverage under the Company's major medical group plan in which You and/or Your dependents participated immediately prior to the date of termination, *provided, however*, that (i) notwithstanding anything in this subsection to the contrary, all other terms and provisions of the Company major medical group plan governing Your rights and Your dependent's rights under COBRA shall apply, (ii) payments pursuant to this Section 4(e)(B) shall cease earlier than the expiration of the Severance Period if You become eligible to receive health benefits pursuant to a plan maintained by a subsequent employer, including through a spouse's employer, during such period, and You shall promptly notify the Company of Your becoming eligible for such coverage, (iii) amounts paid by the Company will be taxable to the extent required to avoid adverse consequences to You or the Company under either Code §105(h) or the Patient Protection and Affordable Care Act of 2010 and (iv) if the conditions of Section 5 have not been met upon the date(s) that any reimbursement is or reimbursements are due pursuant to this Section 4(e)(B), such reimbursement(s) will not be made until the conditions of Section 5 have been met, and any such withheld reimbursement(s) will instead be made, subject to Section 23, on the first payroll date following the effective date of the Separation & Release Agreement.

5. Release Obligations; No Other Severance. The Company's obligation to pay You the separation payments set forth in Section 4(d) and Section 4(e) (excluding, in either case, Your Base Salary due through the date of termination) shall be conditioned upon Your execution and non-revocation, within the timeframe specified by the Company (but no later than fifty two (52) days following Your date of termination), and compliance with, a valid and binding

separation and release agreement (the "Separation & Release Agreement") in the Company's customary form. You hereby acknowledge and agree that, other than the severance payments and benefits described in this Agreement, upon the effective date of the termination of Your employment, You shall not be entitled to any other severance payments or benefits of any kind under any Company benefit plan, severance policy generally available to the Company's employees or otherwise and all of Your other rights to compensation shall end as of such date, except as set forth in this Agreement.

6. Change in Control Vesting. Effective immediately prior to a Change in Control, all equity awards outstanding as of the Effective Date, including but not limited to, options to purchase common stock of the Company, shares of restricted stock, and restricted stock units, if any, then held by You will be fully vested and exercisable. Unless otherwise expressly provided for in an equity award agreement, any equity awards granted following the Effective Date, including but not limited to, options to purchase common stock of the Company, shares of restricted stock, and restricted stock units, if any, then held by You will be fully vested and exercisable in full in the event of Your CIC Qualifying Termination, with the level of performance achieved for any performance-based equity awards and the timing of settlement for any equity awards specified in the underlying equity award agreements.

7. Section 280G. Notwithstanding anything to the contrary in this Agreement, You expressly agree that if the payments and benefits provided for in this Agreement or any other payments and benefits which You have the right to receive from the Company and its affiliates (collectively, the "Payments"), would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the Payments shall be either (i) reduced (but not below zero) so that the present value of the Payments will be one dollar (\$1.00) less than three times Your "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of the Payments received by You shall be subject to the excise tax imposed by Section 4999 of the Code or (ii) paid in full, whichever produces the better net after-tax result to You. The reduction of Payments, if any, shall be made by reducing first any Payments that are exempt from Section 409A and then reducing any Payments subject to Section 409A in the reverse order in which such Payments would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time). The determination as to whether any such reduction in the Payments is necessary shall be made by the Compensation Committee or its designee in good faith, which determination will be conclusive and binding upon You and the Company for all purposes. In making such determination, the Compensation Committee or its designee may engage the services of accountants or other professional advisors, and may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Code (including but not limited to Sections 280G and 4999). If a reduced Payment is made or provided and, through error or otherwise, that Payment, when aggregated with other payments and benefits from Company (or its affiliates) used in determining if a "parachute payment" exists, exceeds one dollar (\$1.00) less than three times Your base amount, then You shall immediately repay such excess to the Company.

8. Withholding. All payments made pursuant to this Agreement will be subject to applicable withholdings, including such federal, state, and local income and payroll taxes as the Company determines are required to be withheld pursuant to applicable law.

9. Definitions.

(a) "Cause" means (i) the indictment or conviction of, or plea of "guilty" or "no contest" to, a felony or a crime involving moral turpitude (excluding a traffic violation not involving any period of incarceration) or the commission of any other act or omission involving dishonesty or fraud by You or at Your direction with respect to, and materially adversely affecting the business affairs of, the Company or any of its affiliates or any of their customers or suppliers, (ii) conduct tending to bring the Company or any of its affiliates into substantial public disgrace or disrepute that causes (or could reasonably be expected to cause) substantial injury to the business, reputation and/or operations of the Company or such affiliates, (iii) substantial and repeated failure or refusal to perform duties of the office held by You as reasonably directed by the Company (other than any such failure resulting from Your incapacity due to injury or illness), and such failure is not cured within thirty (30) days after You receive written notice thereof from the Company that specifically identifies the manner in which the Company believes You have not substantially performed Your duties, (iv) gross negligence or willful misconduct with respect to the Company or any of its affiliates that causes (or could reasonably be expected to cause) substantial injury to the business, reputation and/or operations of the Company or such affiliate, or (v) any material breach of the policies of the Company (as set forth in the manuals or statements of policy of the Company), this Agreement or the Covenants Agreement (defined below). For purposes of this provision, no act or failure to act on Your part shall be considered "willful" unless it is done, or omitted to be done, by You in bad faith or without reasonable belief that Your action or omission was in the best interests of the Company. Any act or failure to act based upon authority given pursuant to a resolution duly adopted by the Board or based upon advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by You in good faith and in the best interests of the Company. If, within thirty (30) days subsequent to Your termination for any reason, it is discovered that Your employment could have been terminated for Cause, as determined by the Board in its good faith, Your employment will be deemed to have been terminated for Cause for all purposes under this Agreement, You will be required to disgorge to the Company all amounts received by You pursuant to this Agreement on account of such termination that would not have been payable to You had such termination been by the Company for Cause, and the Company will be released from any further obligation to provide You with any separation payments or benefits of any kind.

(b) "Change in Control" shall have the same meaning as set forth in the nCino, Inc. 2019 Equity Incentive Plan, as amended and restated effective immediately prior to the completion of the Company's initial public offering or, solely with respect to equity awards outstanding as of the Effective Date, the equity plan and related award agreements pursuant to which such awards were granted.

(c) "Code" means the Internal Revenue Code of 1986, as amended.

(d) "Good Reason" shall exist if (i) the Company, without Your written consent (a) materially reduces Your authority, duties, or responsibilities from those applicable to You as of the Effective Date (including, following a Change in Control, any failure of the parent corporation of any controlled group of corporations that includes the Company, if the Company is not such parent corporation, to offer You a position with such parent corporation or a subsidiary thereof involving the same or substantially equivalent duties as Your then-current position with the Company), (b) materially reduces Your Base Salary or target annual cash bonus (excluding any reduction as part of an across-the-board reduction in base salaries and target annual bonuses of all Company executive officers so long as the percentage reduction in Your Base Salary and target annual cash bonus is not greater than the percentage reduction applicable to other executive officers, for the same period as the reduction in other executive officer's reduction in salary and target annual cash bonus and, in the event such reduction is later mitigated for other executive officers, Your Base Salary and target annual cash bonus is then increased by the same percentage applicable to other executive officers), or (c) requires You to relocate to a place more than 50 miles from Wilmington, North Carolina to perform Your duties; (ii) You provide written notice to the Company of such action within ninety (90) days of the occurrence thereof and provide the Company with thirty (30) days to remedy such action from the notice date (the "Cure Period"); (iii) the Company fails to remedy such action within the Cure Period; and (iv) You elect to resign within thirty (30) days of the expiration of the Cure Period.

(e) "Section 409A" means Section 209A of the Code and the regulations and other guidance thereunder and any state law of similar effect.

10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes any prior communications, agreements or understandings, whether oral or written, between You and the Company (including, without limitation, the Prior Agreement) relating to the subject matter of this Agreement. Other than the terms of this Agreement, no other representation, promise or agreement has been made with You to cause You to sign this Agreement.

11. Covenants Agreement. By execution of this Agreement, the Parties acknowledge the validity and effectiveness of the (i) Amended and Restated Non-Disclosure, Restrictive Covenants and Assignment of Inventions Agreement, and (ii) Acknowledgement and Agreement (collectively, the "Covenants Agreement"). entered into by You with the Company. Notwithstanding anything in this Agreement or any other agreement to the contrary, You understand that nothing contained in this Agreement or any other agreement limits Your ability to report possible violations of law or regulation to or file a charge or complaint with the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Department of Justice, the Congress, any Inspector General, or any other federal, state or local governmental agency or commission or regulatory authority (collectively, "Government Agencies"). You further understand that neither this Agreement nor any other Agreement limits 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. Furthermore (i) You shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (y) 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, and (ii) if You file a lawsuit for retaliation by the Company for reporting a suspected violation of law, You may disclose a trade secret to Your attorney and use the trade secret information in the court proceeding, if You file any document containing the trade secret under seal and do not disclose the trade secret except pursuant to court order.

12. Governing Law, Jurisdiction and Venue. The laws of the State of North Carolina will govern this Agreement. If North Carolina's conflict of law rules would apply another state's laws, the Parties agree that North Carolina law will still govern. You agree that any claim arising out of or relating to this Agreement will be brought exclusively in a state or federal court of competent jurisdiction in North Carolina. You consent to the personal jurisdiction of the state and/or federal courts located in North Carolina. You waive (i) any objection to jurisdiction or venue, or (ii) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

13. Waiver. The Company's failure to enforce any provision of this Agreement will not act as a waiver of that or any other provision. The Company's waiver of any breach of this Agreement will not act as a waiver of any other breach.

14. Severability. The provisions of this Agreement are severable. If any provision is determined to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions will remain in full force and effect.

15. Amendments. This Agreement may not be amended or modified except in writing signed by both Parties.

16. Successors and Assigns. This Agreement will be assignable to, and will inure to the benefit of, the Company's successors and assigns, including, without limitation, successors through merger, name change, consolidation, or sale of a majority of the Company's stock or assets, and will be binding upon You and Your heirs and assigns. You may not assign, delegate or otherwise transfer any of Your rights, interests or obligations in this Agreement without the prior written approval of the Company.

17. Survival. Sections 4, 5, and 7 through 23, and such other provisions hereof as may so indicate shall survive and continue in full force and effect in accordance with their respective terms, notwithstanding any termination of the Term.

18. Notices. Any notice provided for in this Agreement must be in writing and will be deemed validly given (i) on the date it is actually delivered by personal delivery of such notice, (ii) one (1) business day after its deposit in the custody of Federal Express or other reputable courier service regularly providing evidence of delivery (with next business day

delivery charges paid by the Party sending the notice), (iii) three (3) business days after its deposit in the custody of the U.S. mail, certified or registered postage prepaid, return receipt requested, or (iv) one (1) business day after transmission by facsimile or a PDF or similar attachment to an email, provided that such facsimile or email attachment shall be followed within one (1) business day by delivery of such notice pursuant to clause (i), (ii) or (iii) above. Any such notice to a Party shall be addressed at the address set forth below (subject to the right of a Party to designate a different address for itself by notice similarly given):

If to the Company:

nCino, Inc.  
6770 Parker Farm Drive, Suite 300  
Wilmington, NC 28405  
Attention: Chair of the Compensation Committee

If to You:

At the most recent address on file with the Company

19. Indemnification. While serving as an executive officer of the Company, the Company agrees that it shall indemnify You and provide You with Directors & Officers liability insurance coverage to the same extent that it indemnifies and/or provides such insurance coverage to Board members and other most senior executive officers of the Company

20. No Conflict. You represent and warrant that You are not bound by any employment contract, restrictive covenant, or other restriction preventing You from carrying out Your responsibilities for the Company, or which is in any way inconsistent with the terms of this Agreement. You further represent and warrant that You shall not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.

21. Clawbacks. The payments to You pursuant to this Agreement are subject to forfeiture or recovery by the Company or other action pursuant to any clawback or recoupment policy which the Company may adopt from time to time, including without limitation any such policy or provision that the Company has included in any of its existing compensation programs or plans or that it may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder, or as otherwise required by law.

22. Company Policies. You shall be subject to additional Company policies as they may exist from time-to-time, including policies regarding trading of securities.

23. Section 409A. The Parties intend that this Agreement and the payments made hereunder will be exempt from, or if not so exempt, comply with, the requirements of Section 409A, and shall be interpreted and construed consistently with such intent. Without limiting the foregoing, the separation payments and benefits to You pursuant to Section 4(d) and Section 4(e)

this Agreement are intended to be exempt from Section 409A to the maximum extent possible, as short-term deferrals pursuant to Treasury Regulation §1.409A-1(b)(4) or payments made pursuant to a separation pay plan pursuant to Treasury Regulation §1.409A-1(b)(9). Each amount to be paid or benefit to be provided under this Agreement shall be construed as a separate and distinct payment for purposes of Section 409A. To the extent any amounts under this Agreement are payable by reference to Your "termination of employment," such term and similar terms shall be deemed to refer to Your "separation from service," within the meaning of Section 409A (after giving effect to the presumptions contained therein) with respect to any payments that are subject to Section 409A. Notwithstanding any other provision in this Agreement, to the extent any payments made or contemplated hereunder constitute nonqualified deferred compensation, within the meaning of Section 409A, then (i) each such payment which is conditioned upon Your execution of a release and which is to be paid or provided during a designated period that begins in one taxable year and ends in a second taxable year, shall be paid or provided in the later of the two taxable years and (ii) if You are a specified employee (within the meaning of Section 409A) as of the date of Your separation from service, each such payment that is payable upon Your separation from service and would have been paid prior to the six month anniversary of Your separation from service, shall be delayed until the earlier to occur of (A) the first day of the seventh month following Your separation from service or (B) the date of Your death. You hereby agree to be bound by the Company's determination of its "specified employees" (as such term is defined in Section 409A) provided such determination is in accordance with any of the methods permitted under the regulations issued under Section 409A. Any reimbursement payable to You pursuant to this Agreement shall be conditioned on the submission by You of all expense reports reasonably required by the Company under any applicable expense reimbursement policy, and shall be paid to You within 30 days following receipt of such expense reports, but in no event later than the last day of the calendar year following the calendar year in which You incurred the reimbursable expense. Any amount of expenses eligible for reimbursement, or in-kind benefit provided, during a calendar year shall not affect the amount of expenses eligible for reimbursement, or in-kind benefit to be provided, during any other calendar year. The right to any reimbursement or in-kind benefit pursuant to this Agreement shall not be subject to liquidation or exchange for any other benefit. To the extent that any amount payable hereunder is deemed to be a substitute for a payment provided under another agreement with You, then the amount payable hereunder shall be paid at the same time and in the same form as such substituted payment to the extent required to comply with Section 409A. In the event the terms of this Agreement would subject You to taxes or penalties under Section 409A ("409A Penalties"), the Company and You shall cooperate diligently to amend the terms of the Agreement to avoid such 409A Penalties, to the extent possible, but in no event will the Company be liable for any additional tax, interest or penalties that may be imposed on You under Section 409A or any damages because a payment pursuant to this Agreement was determined to not be in compliance with Section 409A.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

nCino, Inc.

By: /s/ Pierre Naudé  
Name: Pierre Naudé  
Title: President & CEO

/s/ Gregory D. Orenstein  
Gregory D. Orenstein

## EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement"), by and between nCino, Inc., a Delaware corporation (the "Company"), and April Rieger ("You" or "Your") (each, a "Party" and collectively, the "Parties"), is entered into and effective as of September 1, 2021 (the "Effective Date").

WHEREAS, You are an employee of the Company;

WHEREAS, the Parties desire to enter into this Agreement to express the terms and conditions of Your continued employment with the Company (or any of its affiliates) as described herein; and

WHEREAS, as a condition to and as consideration for the Company's entry into this Agreement, including the enhanced severance benefits provided hereunder, You desire and agree to enter into the Amended and Restated Non-Disclosure, Restrictive Covenants and Assignment of Inventions Agreement as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual agreements in this Agreement, the Parties agree as follows:

1. At-Will Employment. This Agreement does not create a contract for employment for a definite period or a contract for any particular benefits. Your employment with the Company shall be and remain at all times an at-will relationship. This means that at either Your option or the Company's option, Your employment may be terminated at any time, with or without Cause, and with or without notice. The period from the Effective Date through the date of the termination of Your employment hereunder is referred to herein as the "Term."

2. Positions and Authority. You shall serve in the position of Executive Vice President, General Counsel & Secretary of the Company, or in such other positions as the Parties may agree, reporting to the Company's Chief Executive Officer. You agree to serve in the officer positions referred to in this Section 2, and to perform diligently and to the best of Your abilities the duties and services pertaining to such offices as set forth in the Bylaws of the Company, as well as such additional duties and services appropriate to such offices that the Parties may agree upon from time to time. Upon the Effective Date, Your principal place of work shall be located in Wilmington, North Carolina, subject to business travel as reasonably necessary in the performance of Your duties for the Company.

During the Term, You shall devote Your full business time and efforts to the business and affairs of the Company and its subsidiaries, provided that You shall be entitled to serve on civic, charitable, educational, religious, public interest or public service boards, and to manage Your personal and family investments, in each case, to the extent such activities do not materially interfere with the performance of Your duties and responsibilities hereunder. You shall not become a director of any for profit entity without first receiving the approval of the Nominating and Corporate Governance Committee of the Board of Directors of the Company (the "Board").

3. Compensation and Benefits.

(a) Base Salary. As compensation for Your performance of Your duties hereunder, Company shall pay to You an initial Base Salary of \$272,000 per year, payable in accordance with the normal payroll practices of the Company. The Base Salary shall be reviewed for increases but not decreases by the Compensation Committee of the Board (the "Compensation Committee") in good faith, based upon the Company's and Your performance and the Company's pay philosophy, not less often than annually. The term "Base Salary" shall refer to the Base Salary as may be in effect from time to time.

(b) Annual Incentive Compensation. During the Term, You shall be eligible to participate in the annual cash bonus program maintained for senior executive officers of the Company (the "Annual Incentive Program"), with an initial target annual bonus opportunity equal to 40% of Base Salary. The actual amount of the annual bonus earned by and payable to You for any year or portion of a year, as applicable, shall be determined upon the satisfaction of goals and objectives established by the Compensation Committee, and shall be subject to such other terms and conditions of the Annual Incentive Program as in effect from time to time. Each bonus paid under the Annual Incentive Program shall be paid to You no later than two and a half months following the fiscal year in which the bonus is earned. Except as provided in Section 4, Your right to a bonus under the Annual Incentive Program is subject to Your continued employment with the Company through the applicable payment date of the bonus.

(c) Equity Incentive Program. During the Term, You shall be eligible to participate in the equity incentive program maintained for senior executive officers of the Company (the "Equity Incentive Program"), with an Equity Incentive Program target opportunity and equity vehicles determined by the Compensation Committee for each year of participation thereunder.

(d) Employee Benefits and Perquisites. During the Term, You shall be entitled to receive all benefits and perquisites of employment generally available to other members of the Company's senior executive management, upon Your satisfaction of the eligibility or participation criteria therefor. The Company reserves the right to modify or terminate employee benefits and perquisites at its discretion.

(e) Business Expenses. Subject to Section 23, You shall be reimbursed for reasonable travel and other expenses incurred in the performance of Your duties on behalf of the Company in a manner consistent with the Company's policies regarding such reimbursements, as may be in effect from time to time.

4. Compensation Upon Termination. Subject to the terms and conditions of this Agreement:

(a) Death. If Your employment with the Company (or any of its affiliates) is terminated as a result of Your death, the Company shall pay Your estate, or as may be directed by the legal representatives of Your estate, (i) Your Base Salary due through the date of termination, and (ii) a pro rata portion of Your annual cash bonus for the fiscal year of

termination, with such bonus based on actual performance results for the fiscal year of termination and pro-rated for the portion of the year during which You were employed by the Company and such bonus payable at the same time bonuses are paid to executive officers of the Company (but in any event no later than two and a half months following the fiscal year in which the bonus is earned).

(b) Disability. If Your employment with the Company (or any of its affiliates) is terminated by the Company as a result of You being substantially unable to perform the essential functions of Your then-current position with the Company (or any of its affiliates) by reason of illness, physical or mental disability or other similar incapacity, which inability shall continue for three (3) consecutive months (provided that until such termination, You shall continue to receive Your then-current compensation and benefits, reduced by any benefits payable to You under any disability insurance policy or plan applicable to You), the Company shall pay You (i) Your Base Salary due through the date of termination, and (ii) a pro rata portion of Your annual cash bonus for the fiscal year of termination, with such bonus based on actual performance results for the fiscal year of termination and pro-rated for the portion of the year during which You were employed by the Company and such bonus payable at the same time bonuses are paid to executive officers of the Company (but in any event no later than two and a half months following the fiscal year in which the bonus is earned); provided, that payments so made to You with respect to any period that You are substantially unable to perform the essential functions of Your then-current position with the Company (or any of its affiliates) by reason of illness, physical or mental illness or other similar incapacity shall be reduced by the sum of the amounts, if any, payable to You by reason of such disability, at or prior to the time of any such payment, under any disability insurance policy or benefit plan and which amounts have not previously been applied to reduce any such payment.

(c) Termination by the Company for Cause or by You without Good Reason. If the Company (or any of its affiliates) terminates Your employment for Cause or You terminate Your employment without Good Reason, the Company shall pay You Your Base Salary due through the date of termination and shall have no further obligations to You.

(d) Termination by the Company without Cause or by You with Good Reason Prior to or More Than One Year Following a Change in Control. If (i) the Company (or any of its affiliates) terminates Your employment without Cause, or (ii) You terminate Your employment for Good Reason, in either case, prior to or more than one (1) year following a Change in Control, then the Company shall:

- (A) pay You (i) Your Base Salary due through the date of termination,
- (ii) an amount equal to one-half (0.5) times Your then-current annual Base Salary, such amount paid in substantially equal installments as of the last day of each month during the six (6) month period commencing on Your date of termination (the "Severance Period"), with the first installment paid within sixty (60) days following Your termination of employment and such first installment including such amounts as would have otherwise been paid during the period beginning on the date of Your termination of employment and ending on such payment date, and
- (iii) a pro rata portion of Your annual cash bonus for the fiscal year of termination, with such bonus based on actual performance results for the fiscal year of termination and pro-rated for the

portion of the year during which You were employed by the Company and such bonus payable at the same time bonuses are paid to executive officers of the Company (but in any event no later than two and a half months following the fiscal year in which the bonus is earned); *provided, however*, that if the conditions of Section 5 have not been met upon the date(s) that any payment is or payments are due pursuant to clauses (ii) and (iii) under this Section 4(d)(A), such payment(s) will not be made upon the date specified above, and such withheld payment(s) will instead be made, subject to Section 23, on the first payroll date following the effective date of the Separation & Release Agreement.

(B) reimburse You, on a monthly basis, for any COBRA premiums You pay for You and any of Your dependents during the Severance Period (less the amount of any premium amount that would have been payable by You for such coverage, if any, if You had been actively employed by the Company), if and to the extent You and/or Your eligible dependents are entitled to and elect COBRA continuation coverage under the Company's major medical group plan in which You and/or Your dependents participated immediately prior to the date of termination, *provided, however*, that (i) notwithstanding anything in this subsection to the contrary, all other terms and provisions of the Company major medical group plan governing Your rights and Your dependent's rights under COBRA shall apply, (ii) payments pursuant to this Section 4(d)(B) shall cease earlier than the expiration of the Severance Period if You become eligible to receive health benefits pursuant to a plan maintained by a subsequent employer, including through a spouse's employer, during such period, and You shall promptly notify the Company of Your becoming eligible for such coverage, (iii) amounts paid by the Company will be taxable to the extent required to avoid adverse consequences to You or the Company under either Code §105(h) or the Patient Protection and Affordable Care Act of 2010 and (iv) if the conditions of Section 5 have not been met upon the date(s) that any reimbursement is or reimbursements are due pursuant to this Section 4(d)(B), such reimbursement(s) will not be made until the conditions of Section 5 have been met, and any such withheld reimbursement(s) will instead be made, subject to Section 23, on the first payroll date following the effective date of the Separation & Release Agreement; and

(C) if Your termination occurs before a Change in Control has occurred, cause any equity awards outstanding as of the Effective Date, including but not limited to, options to purchase common stock of the Company and restricted stock units, if any, then held by You to remain outstanding and be forfeited without consideration on the six (6) month anniversary of such termination unless a Change in Control occurs within such six (6) month period, in which case, such outstanding awards will be fully vested and exercisable immediately prior to such Change in Control (with You having ninety (90) days following such Change in Control to exercise such vested stock options if such options remain outstanding following such Change in Control).

(e) Termination by the Company without Cause or by You with Good Reason On or Prior to the One Year Anniversary of a Change in Control. If (i) the Company (or any of its affiliates) terminates Your employment without Cause, or (ii) You terminate Your employment for Good Reason, in each case, on or prior to the one (1) year anniversary of a

Change in Control (a “CIC Qualifying Termination”), then, in lieu of the benefits set forth in Section 4(d), the Company shall:

(A) pay You (i) Your Base Salary due through the date of termination, and (ii) an aggregate amount equal to one (1) times the sum of (x) Your then-current annual Base Salary and (y) Your target annual cash bonus for the fiscal year of termination (provided, that if Your termination occurs prior to the date on which target annual bonuses are determined for the fiscal year of termination, Your target annual bonus shall be based on the target annual bonus established for the fiscal year preceding the fiscal year of termination), in substantially equal installments as of the last day of each month during the twelve (12) month period commencing on Your date of termination (the “CIC Severance Period”), with the first installment paid within sixty (60) days following Your termination of employment and such first installment including such amounts as would have otherwise been paid during the period beginning on the date of Your termination of employment and ending on such payment date; *provided, however*, that if the conditions of Section 5 have not been met upon the date(s) that any payment is or payments are due pursuant to clause (ii) under this Section 4(e)(A), such payment(s) will not be made upon the date specified above, and such withheld payment(s) will instead be made, subject to Section 23, on the first payroll date following the effective date of the Separation & Release Agreement; and

(B) reimburse You, on a monthly basis, for any COBRA premiums You pay for You and any of Your dependents during the CIC Severance Period (less the amount of any premium amount that would have been payable by You for such coverage, if any, if You had been actively employed by the Company), if and to the extent You and/or Your eligible dependents are entitled to and elect COBRA continuation coverage under the Company’s major medical group plan in which You and/or Your dependents participated immediately prior to the date of termination, *provided, however*, that (i) notwithstanding anything in this subsection to the contrary, all other terms and provisions of the Company major medical group plan governing Your rights and Your dependent’s rights under COBRA shall apply, (ii) payments pursuant to this Section 4(e) (B) shall cease earlier than the expiration of the CIC Severance Period if You become eligible to receive health benefits pursuant to a plan maintained by a subsequent employer, including through a spouse’s employer, during such period, and You shall promptly notify the Company of Your becoming eligible for such coverage, (iii) amounts paid by the Company will be taxable to the extent required to avoid adverse consequences to You or the Company under either Code §105(h) or the Patient Protection and Affordable Care Act of 2010 and (iv) if the conditions of Section 5 have not been met upon the date(s) that any reimbursement is or reimbursements are due pursuant to this Section 4(e)(B), such reimbursement(s) will not be made until the conditions of Section 5 have been met, and any such withheld reimbursement(s) will instead be made, subject to Section 23, on the first payroll date following the effective date of the Separation & Release Agreement.

5. Release Obligations; No Other Severance. The Company’s obligation to pay You the separation payments set forth in Section 4(d) and Section 4(e) (excluding, in either case, Your Base Salary due through the date of termination) shall be conditioned upon Your execution and non-revocation, within the timeframe specified by the Company (but no later than fifty two

(52) days following Your date of termination), and compliance with, a valid and binding separation and release agreement (the “Separation & Release Agreement”) in the Company’s customary form. You hereby acknowledge and agree that, other than the severance payments and benefits described in this Agreement, upon the effective date of the termination of Your employment, You shall not be entitled to any other severance payments or benefits of any kind under any Company benefit plan, severance policy generally available to the Company’s employees or otherwise and all of Your other rights to compensation shall end as of such date, except as set forth in this Agreement.

6. Change in Control Vesting. Effective immediately prior to a Change in Control, all equity awards outstanding as of July 14, 2020, including but not limited to, options to purchase common stock of the Company, shares of restricted stock, and restricted stock units, if any, then held by You will be fully vested and exercisable. Unless otherwise expressly provided for in an equity award agreement, any equity awards granted following July 14, 2020, including but not limited to, options to purchase common stock of the Company, shares of restricted stock, and restricted stock units, if any, then held by You will be fully vested and exercisable in full in the event of Your CIC Qualifying Termination, with the level of performance achieved for any performance-based equity awards and the timing of settlement for any equity awards specified in the underlying equity award agreements.

7. Section 280G. Notwithstanding anything to the contrary in this Agreement, You expressly agree that if the payments and benefits provided for in this Agreement or any other payments and benefits which You have the right to receive from the Company and its affiliates (collectively, the “Payments”), would constitute a “parachute payment” (as defined in Section 280G(b)(2) of the Code), then the Payments shall be either (i) reduced (but not below zero) so that the present value of the Payments will be one dollar (\$1.00) less than three times Your “base amount” (as defined in Section 280G(b)(3) of the Code) and so that no portion of the Payments received by You shall be subject to the excise tax imposed by Section 4999 of the Code or (ii) paid in full, whichever produces the better net after-tax result to You. The reduction of Payments, if any, shall be made by reducing first any Payments that are exempt from Section 409A and then reducing any Payments subject to Section 409A in the reverse order in which such Payments would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time). The determination as to whether any such reduction in the Payments is necessary shall be made by the Compensation Committee or its designee in good faith, which determination will be conclusive and binding upon You and the Company for all purposes. In making such determination, the Compensation Committee or its designee may engage the services of accountants or other professional advisors, and may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Code (including but not limited to Sections 280G and 4999). If a reduced Payment is made or provided and, through error or otherwise, that Payment, when aggregated with other payments and benefits from Company (or its affiliates) used in determining if a “parachute payment” exists, exceeds one dollar (\$1.00) less than three times Your base amount, then You shall immediately repay such excess to the Company.

8. Withholding. All payments made pursuant to this Agreement will be subject to applicable withholdings, including such federal, state, and local income and payroll taxes as the Company determines are required to be withheld pursuant to applicable law.

9. Definitions.

(a) “Cause” means (i) the indictment or conviction of, or plea of “guilty” or “no contest” to, a felony or a crime involving moral turpitude (excluding a traffic violation not involving any period of incarceration) or the commission of any other act or omission involving dishonesty or fraud by You or at Your direction with respect to, and materially adversely affecting the business affairs of, the Company or any of its affiliates or any of their customers or suppliers, (ii) conduct tending to bring the Company or any of its affiliates into substantial public disgrace or disrepute that causes (or could reasonably be expected to cause) substantial injury to the business, reputation and/or operations of the Company or such affiliates, (iii) substantial and repeated failure or refusal to perform duties of the office held by You as reasonably directed by the Company (other than any such failure resulting from Your incapacity due to injury or illness), and such failure is not cured within thirty (30) days after You receive written notice thereof from the Company that specifically identifies the manner in which the Company believes You have not substantially performed Your duties, (iv) gross negligence or willful misconduct with respect to the Company or any of its affiliates that causes (or could reasonably be expected to cause) substantial injury to the business, reputation and/or operations of the Company or such affiliate, or (v) any material breach of the policies of the Company (as set forth in the manuals or statements of policy of the Company), this Agreement or the Covenants Agreement (defined below). For purposes of this provision, no act or failure to act on Your part shall be considered “willful” unless it is done, or omitted to be done, by You in bad faith or without reasonable belief that Your action or omission was in the best interests of the Company. Any act or failure to act based upon authority given pursuant to a resolution duly adopted by the Board or based upon advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by You in good faith and in the best interests of the Company. If, within thirty (30) days subsequent to Your termination for any reason, it is discovered that Your employment could have been terminated for Cause, as determined by the Board in its good faith, Your employment will be deemed to have been terminated for Cause for all purposes under this Agreement, You will be required to disgorge to the Company all amounts received by You pursuant to this Agreement on account of such termination that would not have been payable to You had such termination been by the Company for Cause, and the Company will be released from any further obligation to provide You with any separation payments or benefits of any kind.

(b) “Change in Control” shall have the same meaning as set forth in the nCino, Inc. 2019 Equity Incentive Plan, as amended and restated effective immediately prior to the completion of the Company’s initial public offering or, solely with respect to equity awards outstanding as of the Effective Date, the equity plan and related award agreements pursuant to which such awards were granted.

(c) “Code” means the Internal Revenue Code of 1986, as amended.

(d) “Good Reason” shall exist if (i) the Company, without Your written consent (a) materially reduces Your authority, duties, or responsibilities from those applicable to You as of the Effective Date (including, following a Change in Control, any failure of the parent corporation of any controlled group of corporations that includes the Company, if the Company is not such parent corporation, to offer You a position with such parent corporation or a subsidiary thereof involving the same or substantially equivalent duties as Your then-current position with the Company), (b) materially reduces Your Base Salary or target annual cash bonus (excluding any reduction as part of an across-the-board reduction in base salaries and target annual bonuses of all Company executive officers so long as the percentage reduction in Your Base Salary and target annual cash bonus is not greater than the percentage reduction applicable to other executive officers, for the same period as the reduction in other executive officer’s reduction in salary and target annual cash bonus and, in the event such reduction is later mitigated for other executive officers, Your Base Salary and target annual cash bonus is then increased by the same percentage applicable to other executive officers), or (c) requires You to relocate to a place more than 50 miles from Wilmington, North Carolina to perform Your duties;

(ii) You provide written notice to the Company of such action within ninety (90) days of the occurrence thereof and provide the Company with thirty (30) days to remedy such action from the notice date (the “Cure Period”); (iii) the Company fails to remedy such action within the Cure Period; and (iv) You elect to resign within thirty (30) days of the expiration of the Cure Period.

(e) “Section 409A” means Section 409A of the Code and the regulations and other guidance thereunder and any state law of similar effect.

10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes any prior communications, agreements or understandings, whether oral or written, between You and the Company (including, without limitation, the Prior Agreement) relating to the subject matter of this Agreement. Other than the terms of this Agreement, no other representation, promise or agreement has been made with You to cause You to sign this Agreement.

11. Covenants Agreement. By execution of this Agreement, the Parties acknowledge the validity and effectiveness of the (i) Amended and Restated Non-Disclosure, Restrictive Covenants and Assignment of Inventions Agreement, and (ii) Acknowledgement and Agreement (collectively, the “Covenants Agreement”) entered into by You with the Company. Notwithstanding anything in this Agreement or any other agreement to the contrary, You understand that nothing contained in this Agreement or any other agreement limits Your ability to report possible violations of law or regulation to or file a charge or complaint with the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Department of Justice, the Congress, any Inspector General, or any other federal, state or local governmental agency or commission or regulatory authority (collectively, “Government Agencies”). You further understand that neither this Agreement nor any other Agreement limits 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. Furthermore (i) You shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (y) 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, and (ii) if You file a lawsuit for retaliation by the Company for reporting a suspected violation of law, You may disclose a trade secret to Your attorney and use the trade secret information in the court proceeding, if You file any document containing the trade secret under seal and do not disclose the trade secret except pursuant to court order.

12. Governing Law, Jurisdiction and Venue. The laws of the State of North Carolina will govern this Agreement. If North Carolina's conflict of law rules would apply another state's laws, the Parties agree that North Carolina law will still govern. You agree that any claim arising out of or relating to this Agreement will be brought exclusively in a state or federal court of competent jurisdiction in North Carolina. You consent to the personal jurisdiction of the state and/or federal courts located in North Carolina. You waive (i) any objection to jurisdiction or venue, or (ii) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

13. Waiver. The Company's failure to enforce any provision of this Agreement will not act as a waiver of that or any other provision. The Company's waiver of any breach of this Agreement will not act as a waiver of any other breach.

14. Severability. The provisions of this Agreement are severable. If any provision is determined to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions will remain in full force and effect.

15. Amendments. This Agreement may not be amended or modified except in writing signed by both Parties.

16. Successors and Assigns. This Agreement will be assignable to, and will inure to the benefit of, the Company's successors and assigns, including, without limitation, successors through merger, name change, consolidation, or sale of a majority of the Company's stock or assets, and will be binding upon You and Your heirs and assigns. You may not assign, delegate or otherwise transfer any of Your rights, interests or obligations in this Agreement without the prior written approval of the Company.

17. Survival. Sections 4, 5, and 7 through 23, and such other provisions hereof as may so indicate shall survive and continue in full force and effect in accordance with their respective terms, notwithstanding any termination of the Term.

18. Notices. Any notice provided for in this Agreement must be in writing and will be deemed validly given (i) on the date it is actually delivered by personal delivery of such notice, (ii) one (1) business day after its deposit in the custody of Federal Express or other reputable courier service regularly providing evidence of delivery (with next business day

delivery charges paid by the Party sending the notice), or (iii) three (3) business days after its deposit in the custody of the U.S. mail, certified or registered postage prepaid, return receipt requested, or (iv) one (1) business day after transmission by facsimile or a PDF or similar attachment to an email, provided that such facsimile or email attachment shall be followed within one (1) business day by delivery of such notice pursuant to clause (i), (ii) or (iii) above. Any such notice to a Party shall be addressed at the address set forth below (subject to the right of a Party to designate a different address for itself by notice similarly given):

If to the Company:

nCino, Inc.  
6770 Parker Farm Drive, Suite 300  
Wilmington, NC 28405

Attention: Chair of the Compensation Committee If to You:

At the most recent address on file with the Company

19. Reserved.

20. No Conflict. You represent and warrant that You are not bound by any employment contract, restrictive covenant, or other restriction preventing You from carrying out Your responsibilities for the Company, or which is in any way inconsistent with the terms of this Agreement. You further represent and warrant that You shall not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.

21. Clawbacks. The payments to You pursuant to this Agreement are subject to forfeiture or recovery by the Company or other action pursuant to any clawback or recoupment policy which the Company may adopt from time to time, including without limitation any such policy or provision that the Company has included in any of its existing compensation programs or plans or that it may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder, or as otherwise required by law.

22. Company Policies. You shall be subject to additional Company policies as they may exist from time-to-time, including policies regarding trading of securities.

23. Section 409A. The Parties intend that this Agreement and the payments made hereunder will be exempt from, or if not so exempt, comply with, the requirements of Section 409A, and shall be interpreted and construed consistently with such intent. Without limiting the foregoing, the separation payments and benefits to You pursuant to Section 4(d) and Section 4(e) this Agreement are intended to be exempt from Section 409A to the maximum extent possible, as short-term deferrals pursuant to Treasury Regulation §1.409A-1(b)(4) or payments made pursuant to a separation pay plan pursuant to Treasury Regulation §1.409A-1(b)(9). Each

amount to be paid or benefit to be provided under this Agreement shall be construed as a separate and distinct payment for purposes of Section 409A. To the extent any amounts under this Agreement are payable by reference to Your “termination of employment,” such term and similar terms shall be deemed to refer to Your “separation from service,” within the meaning of Section 409A (after giving effect to the presumptions contained therein) with respect to any payments that are subject to Section 409A. Notwithstanding any other provision in this Agreement, to the extent any payments made or contemplated hereunder constitute nonqualified deferred compensation, within the meaning of Section 409A, then (i) each such payment which is conditioned upon Your execution of a release and which is to be paid or provided during a designated period that begins in one taxable year and ends in a second taxable year, shall be paid or provided in the later of the two taxable years and (ii) if You are a specified employee (within the meaning of Section 409A) as of the date of Your separation from service, each such payment that is payable upon Your separation from service and would have been paid prior to the six- month anniversary of Your separation from service, shall be delayed until the earlier to occur of (A) the first day of the seventh month following Your separation from service or (B) the date of Your death. You hereby agree to be bound by the Company’s determination of its “specified employees” (as such term is defined in Section 409A) provided such determination is in accordance with any of the methods permitted under the regulations issued under Section 409A. Any reimbursement payable to You pursuant to this Agreement shall be conditioned on the submission by You of all expense reports reasonably required by the Company under any applicable expense reimbursement policy, and shall be paid to You within 30 days following receipt of such expense reports, but in no event later than the last day of the calendar year following the calendar year in which You incurred the reimbursable expense. Any amount of expenses eligible for reimbursement, or in-kind benefit provided, during a calendar year shall not affect the amount of expenses eligible for reimbursement, or in-kind benefit to be provided, during any other calendar year. The right to any reimbursement or in-kind benefit pursuant to this Agreement shall not be subject to liquidation or exchange for any other benefit. To the extent that any amount payable hereunder is deemed to be a substitute for a payment provided under another agreement with You, then the amount payable hereunder shall be paid at the same time and in the same form as such substituted payment to the extent required to comply with Section 409A. In the event the terms of this Agreement would subject You to taxes or penalties under Section 409A (“409A Penalties”), the Company and You shall cooperate diligently to amend the terms of the Agreement to avoid such 409A Penalties, to the extent possible, but in no event will the Company be liable for any additional tax, interest or penalties that may be imposed on You under Section 409A or any damages because a payment pursuant to this Agreement was determined to not be in compliance with Section 409A.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

nCino, Inc.

By: /s/ David Rudow  
Name: David Rudow  
Title: Chief Financial Officer

/s/ April Rieger  
April Rieger

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”), by and between SimpleNexus, LLC, a Utah limited liability company (the “Company”) and a wholly owned, indirect subsidiary of nCino, Inc., a Delaware corporation (the “Parent”), and Matt Hansen (“You” or “Your”) (each, a “Party” and collectively, the “Parties”), is entered into and effective as of January 7, 2022 (the “Effective Date”).

WHEREAS, the Company desires to employ You in the capacity described below, on the terms and conditions, and subject to the rights of termination hereinafter set forth, and You are willing to accept the employment on such terms and conditions; and

WHEREAS, as a condition to and as consideration for the Company’s entry into this Agreement, including the severance benefits provided hereunder, You desire and agree to enter into the Non-Disclosure, Restrictive Covenants and Assignment of Inventions Agreement as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual agreements in this Agreement, the Parties agree as follows:

1. At-Will Employment. This Agreement does not create a contract for employment for a definite period or a contract for any particular benefits. Your employment with the Company shall be and remain at all times an at-will relationship. This means that at either Your option or the Company’s option, Your employment may be terminated at any time, with or without Cause, and with or without notice. The period from the Effective Date through the date of the termination of Your employment hereunder is referred to herein as the “Term.”
2. Positions and Authority. You shall serve in the position of Founder of the Company, or in such other positions as the Parties may agree, reporting to Cathleen Schreiner Gates. You agree to serve in the officer positions referred to in this Section 2, and to perform diligently and to the best of Your abilities the duties and services pertaining to such offices as set forth in the organizational documents of the Company, as well as such additional duties and services appropriate to such offices that the Parties may agree upon from time to time. Upon the Effective Date, Your principal place of work shall be located in Lehi, UT, subject to business travel as reasonably necessary in the performance of Your duties for the Company.

During the Term, You shall devote Your full business time and efforts to the business and affairs of the Company, Parent and their subsidiaries, provided that You shall be entitled to serve on civic, charitable, educational, religious, public interest or public service boards, and to manage Your personal and family investments, in each case, to the extent such activities do not materially interfere with the performance of Your duties and responsibilities hereunder. You shall not become a director of any for profit entity without first receiving the approval of the Nominating and Corporate Governance Committee of the Board of Directors of the Parent (the “Board”), such approval not to be unreasonably withheld.

3. Compensation and Benefits.

(a) Base Salary. As compensation for Your performance of Your duties hereunder, Company shall pay to You an initial Base Salary of \$262,500.00 per year, payable in accordance with the normal payroll practices of the Company. The Base Salary shall be reviewed annually in good faith for increases but not decreases based upon the Company's and Your performance and the Company's pay philosophy. The term "Base Salary" shall refer to the Base Salary as may be in effect from time to time in accordance herewith.

(b) Annual Incentive Compensation. During the Term, You shall be eligible to participate in the annual cash bonus program maintained for similarly situated employees of the Company (the "Annual Incentive Program"), with an initial target annual bonus opportunity equal to 40% of Base Salary. The actual amount of the annual bonus earned by and payable to You for any year or portion of a year, as applicable, shall be determined upon the satisfaction of goals and objectives established by the Company, and shall be subject to such other terms and conditions of the Annual Incentive Program as in effect from time to time for similarly situated employees of the Company. Each bonus paid under the Annual Incentive Program shall be paid to You at the same time bonuses under the Annual Incentive Program are paid to similarly situated employees of the Company and no later than two and a half months following the fiscal year in which the bonus is earned. Except as provided in Section 4, Your right to a bonus under the Annual Incentive Program is subject to Your continued employment with the Company through the applicable payment date of the bonus.

(c) Equity Incentive Program. During the Term, You shall be eligible to participate in the equity incentive program maintained for similarly situated employees of the Company (the "Equity Incentive Program"), with an Equity Incentive Program target opportunity and equity vehicles determined by the Compensation Committee of the Board (the "Compensation Committee") or its delegate for each year of participation thereunder.

(d) Employee Benefits and Perquisites. During the Term, You shall be entitled to receive all employee benefits and perquisites of employment generally available to similarly situated employees of the Company, upon Your satisfaction of the eligibility or participation criteria therefor. The Parent and the Company reserve the right to modify or terminate employee benefits and perquisites in accordance with the terms and conditions of the applicable plan or arrangement.

(e) Business Expenses. Subject to Section 22, You shall be reimbursed for reasonable travel and other expenses incurred in the performance of Your duties on behalf of the Company in a manner consistent with the Company's policies regarding such reimbursements, as may be in effect from time to time.

4. Compensation Upon Termination. Subject to the terms and conditions of this Agreement:

(a) Death. If Your employment with the Company (or any of its affiliates) is terminated as a result of Your death, the Company shall pay Your estate, or as may be directed by the legal representatives of Your estate, (i) (x) Your Base Salary due through the date of

termination, (y) Your annual cash bonus for a completed fiscal year that remains unpaid as of the time of such termination, and (z) any other accrued, vested benefits to which you may be entitled pursuant to the terms of employee benefit plans, and (ii) a pro rata portion of Your annual cash bonus for the fiscal year of termination, with such bonus based on actual performance results for the fiscal year of termination and pro-rated for the portion of the year during which You were employed by the Company and such bonus payable at the same time bonuses are paid to similarly situated employees of the Company (but in any event no later than two and a half months following the fiscal year in which the bonus is earned).

(b) Disability. If Your employment with the Company (or any of its affiliates) is terminated by the Company as a result of You being substantially unable to perform the essential functions of Your then-current position with the Company (or any of its affiliates) by reason of illness, physical or mental disability or other similar incapacity, which inability shall continue for three (3) consecutive months (provided that until such termination, You shall continue to receive Your then-current compensation and benefits, reduced by any benefits payable to You under any disability insurance policy or plan applicable You), the Company shall pay You (i) (x) Your Base Salary due through the date of termination, (y) Your annual cash bonus for a completed fiscal year that remains unpaid as of the time of such termination, and (z) any other accrued, vested benefits to which you may be entitled pursuant to the terms of employee benefit plans, and (ii) a pro rata portion of Your annual cash bonus for the fiscal year of termination, with such bonus based on actual performance results for the fiscal year of termination and pro-rated for the portion of the year during which You were employed by the Company and such bonus payable at the same time bonuses are paid to similarly situated employees of the Company (but in any event no later than two and a half months following the fiscal year in which the bonus is earned); provided, that payments so made to You with respect to any period that You are substantially unable to perform the essential functions of Your then-current position with the Company (or any of its affiliates) by reason of illness, physical or mental illness or other similar incapacity shall be reduced by the sum of the amounts, if any, payable to You by reason of such disability, at or prior to the time of any such payment, under any disability insurance policy or benefit plan and which amounts have not previously been applied to reduce any such payment.

(c) Termination by the Company for Cause or by You without Good Reason. If the Company (or any of its affiliates) terminates Your employment for Cause or You terminate Your employment for any reason other than Good Reason, the Company shall pay You Your Base Salary due through the date of termination and any other accrued, vested benefits to which You may be entitled pursuant to the terms of employee benefit plans, and shall have no further obligations to You.

(d) Termination by the Company without Cause or by You for Good Reason. If the Company (or any of its affiliates) terminates Your employment without Cause or if you terminate Your employment for Good Reason, then the Company shall:

(A) pay You (i) (x) Your Base Salary due through the date of termination, (y) Your annual cash bonus for a completed fiscal year that remains unpaid as of the time of such termination, and (z) any other accrued, vested benefits to which you may be entitled pursuant to the terms of employee benefit plans, (ii) an amount equal to fifty percent (50%) of

Your then-current annual Base Salary, such amount paid in accordance with the normal payroll practices of the Company during the six (6) month period commencing on Your date of termination (the “Severance Period”), with the first installment paid within sixty (60) days following Your termination of employment and such first installment including such amounts as would have otherwise been paid during the period beginning on the date of Your termination of employment and ending on such payment date, and (iii) a pro rata portion of Your annual cash bonus for the fiscal year of termination, with such bonus based on actual performance results for the fiscal year of termination and pro-rated for the portion of the year during which You were employed by the Company and such bonus payable at the same time bonuses are paid to similarly situated employees of the Company (but in any event no later than two and a half months following the fiscal year in which the bonus is earned); provided, however, that if the conditions of Section 5 have not been met upon the date(s) that any payment is or payments are due pursuant to clauses (ii) and (iii) under this Section 4(d)(A), such payment(s) will not be made upon the date specified above, and such withheld payment(s) will instead be made, subject to Section 22, on the first payroll date following the effective date of the Separation & Release Agreement; and

(B) reimburse You, on a monthly basis, for any COBRA premiums You pay for You and any of Your dependents during the Severance Period (less the amount of any premium amount that would have been payable by You for such coverage, if any, if You had been actively employed by the Company), if and to the extent You and/or Your eligible dependents are entitled to and elect COBRA continuation coverage under the Company’s major medical group plan in which You and/or Your dependents participated immediately prior to the date of termination, provided, however, that (i) notwithstanding anything in this subsection to the contrary, all other terms and provisions of the Company major medical group plan governing Your rights and Your dependent’s rights under COBRA shall apply, (ii) payments pursuant to this Section 4(d)(B) shall cease earlier than the expiration of the Severance Period if You become eligible to receive health benefits pursuant to a plan maintained by a subsequent employer, including through a spouse’s employer, during such period, and You shall promptly notify the Company of Your becoming eligible for such coverage, (iii) amounts paid by the Company will be taxable to the extent required to avoid adverse consequences to You or the Company under either Code §105(h) or the Patient Protection and Affordable Care Act of 2010 and (iv) if the conditions of Section 5 have not been met upon the date(s) that any reimbursement is or reimbursements are due pursuant to this Section 4(d)(B), such reimbursement(s) will not be made until the conditions of Section 5 have been met, and any such withheld reimbursement(s) will instead be made, subject to Section 22, on the first payroll date following the effective date of the Separation & Release Agreement.

5. Release Obligations; No Other Severance. The Company’s obligation to pay You the separation payments set forth in Section 4(d) (excluding Your Base Salary due through the date of termination and any other accrued, vested benefits to which you may be entitled pursuant to the terms of employee benefit plans) shall be conditioned upon Your execution and non- revocation, within the timeframe specified by the Company (but no later than fifty two (52) days following Your date of termination), and compliance with, a valid and binding separation and release agreement (the “Separation & Release Agreement”) in the Company’s customary form (which form will not include any additional post-termination non-compete and non-solicit provisions). You hereby acknowledge and agree that, other than the severance payments and

benefits described in this Agreement, upon the effective date of the termination of Your employment, You shall not be entitled to any other severance payments or benefits of any kind under any Company benefit plan, severance policy generally available to the Company's employees or otherwise and all of Your other rights to compensation shall end as of such date, except as set forth in this Agreement. You shall not be required to mitigate the amount of any payment or benefit provided pursuant to this Agreement by seeking other employment or otherwise, and except as provided in Section 4(d)(B) hereof, the amount of any payment or benefit provided for pursuant to this Agreement shall not be reduced by any compensation earned as a result of Your other employment or otherwise.

6. Section 280G. Notwithstanding anything to the contrary in this Agreement, You expressly agree that if the payments and benefits provided for in this Agreement or any other payments and benefits which You have the right to receive from the Company and its affiliates (collectively, the "Payments"), would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the Payments shall be either (i) reduced (but not below zero) so that the present value of the Payments will be one dollar (\$1.00) less than three times Your "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of the Payments received by You shall be subject to the excise tax imposed by Section 4999 of the Code or (ii) paid in full, whichever produces the better net after-tax result to You. The reduction of Payments, if any, shall be made by reducing first any Payments that are exempt from Section 409A and then reducing any Payments subject to Section 409A in the reverse order in which such Payments would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time). The determination as to whether any such reduction in the Payments is necessary shall be made by the Compensation Committee or its designee in good faith, which determination will be conclusive and binding upon You and the Company for all purposes. In making such determination, the Compensation Committee or its designee may engage the services of accountants or other professional advisors, and may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Code (including but not limited to Sections 280G and 4999). If a reduced Payment is made or provided and, through error or otherwise, that Payment, when aggregated with other payments and benefits from Company (or its affiliates) used in determining if a "parachute payment" exists, exceeds one dollar (\$1.00) less than three times Your base amount, then You shall immediately repay such excess to the Company.

7. Withholding. All payments made pursuant to this Agreement will be subject to applicable withholdings, including such federal, state, and local income and payroll taxes as the Company determines are required to be withheld pursuant to applicable law.

8. Definitions.

(a) "Cause" means (i) the indictment or conviction of, or plea of "guilty" or "no contest" to, a felony or a crime involving moral turpitude (excluding a traffic violation not involving any period of incarceration) or the commission of any other act or omission involving dishonesty or fraud by You or at Your direction with respect to, and materially adversely affecting the business affairs of, the Company or any of its affiliates or any of their customers or suppliers, (ii) conduct tending to bring the Company or any of its affiliates into substantial public

disgrace or disrepute that causes (or could reasonably be expected to cause) substantial injury to the business, reputation and/or operations of the Company or such affiliates, (iii) substantial and repeated failure or refusal to perform duties of the office held by You as reasonably directed by the Company (other than any such failure resulting from Your incapacity due to injury or illness), and such failure is not cured within thirty (30) days after You receive written notice thereof from the Company that specifically identifies the manner in which the Company believes You have not substantially performed Your duties, (iv) gross negligence or willful misconduct with respect to the Company or any of its affiliates that causes (or could reasonably be expected to cause) substantial injury to the business, reputation and/or operations of the Company or such affiliate, or (v) any material breach of the policies of the Company or any of its affiliates that are applicable to you (as set forth in the manuals or statements of policy of the Company or the applicable affiliate and made available to You), this Agreement or the Covenants Agreement (defined below), and, in the case of clause (v), such failure is not cured within thirty (30) days after You receive written notice thereof from the Company that specifically identifies the manner in which the Company believes You have committed any such material breach. For purposes of this provision, no act or failure to act on Your part shall be considered “willful” unless it is done, or omitted to be done, by You in bad faith or without reasonable belief that Your action or omission was in the best interests of the Company. Any act or failure to act based upon authority given pursuant to a resolution duly adopted by the Board or the board of the Company or based upon advice of counsel for the Parent shall be conclusively presumed to be done, or omitted to be done, by You in good faith and in the best interests of the Company. If, within thirty (30) days subsequent to Your termination for any reason, it is discovered that Your employment could have been terminated for Cause, as determined by the Board in good faith, Your employment will be deemed to have been terminated for Cause for all purposes under this Agreement, You will be required to disgorge to the Company all amounts received by You pursuant to Section 4 of this Agreement on account of such termination that would not have been payable to You had such termination been by the Company for Cause, and the Company (and its affiliates) will be released from any further obligation to provide You with any separation payments or benefits of any kind.

(b) “Code” means the Internal Revenue Code of 1986, as amended.

(c) “Good Reason” shall exist if (i) the Company, without Your written consent (a) materially reduces Your authority, duties, or responsibilities from those applicable to You as of the Effective Date (including, following a change in control of the Company, any failure of the parent corporation of any controlled group of corporations that includes the Company, if the Company is not such parent corporation, to offer You a position with such parent corporation or a subsidiary thereof involving the same or substantially equivalent duties as Your then-current position with the Company), other than any such reduction that occurs as a direct result of the integration of the Company into the Parent, (b) materially reduces Your Base Salary or target annual cash bonus (excluding any reduction as part of an across-the-board reduction in base salaries and target annual bonuses of all similarly situated employees of the Company so long as the percentage reduction in Your Base Salary and target annual cash bonus is not greater than the percentage reduction applicable to similarly situated employees of the Company, for the same period as the reduction in such other employees’ reduction in salary and target annual cash bonus and, in the event such reduction is later mitigated for similarly situated employees of the Company, Your Base Salary and target annual cash bonus is then increased by

the same percentage applicable to similarly situated employees of the Company), or (c) requires You to relocate to a place more than fifty (50) miles from the location of Your then-current principal place of employment to perform Your duties; (ii) You provide written notice to the Company of such action within ninety (90) days of the occurrence thereof and provide the Company with thirty (30) days to remedy such action from the notice date (the “Cure Period”);

(iii) the Company fails to remedy such action within the Cure Period; and (iv) You elect to resign within thirty (30) days of the expiration of the Cure Period.

(d) “Section 409A” means Section 409A of the Code and the regulations and other guidance thereunder and any state law of similar effect.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes any prior communications, agreements or understandings, whether oral or written, between You and the Company or the Parent relating to the subject matter of this Agreement. Other than the terms of this Agreement, no other representation, promise or agreement has been made with You to cause You to sign this Agreement.

10. Covenants Agreement. By execution of this Agreement, the Parties acknowledge the validity and effectiveness of the Non-Disclosure, Restrictive Covenants and Assignment of Inventions Agreement (the “Covenants Agreement”) entered into by You with the Company and the Parent as a condition to this Agreement. Notwithstanding anything in this Agreement or any other agreement to the contrary, You understand that nothing contained in this Agreement or any other agreement limits Your ability to report possible violations of law or regulation to or file a charge or complaint with the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Department of Justice, the Congress, any Inspector General, or any other federal, state or local governmental agency or commission or regulatory authority (collectively, “Government Agencies”). You further understand that neither this Agreement nor any other Agreement limits 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. Furthermore (i) You shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (y) 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, and (ii) if You file a lawsuit for retaliation by the Company for reporting a suspected violation of law, You may disclose a trade secret to Your attorney and use the trade secret information in the court proceeding, if You file any document containing the trade secret under seal and do not disclose the trade secret except pursuant to court order.

11. Governing Law, Jurisdiction and Venue. The laws of the State of Utah will govern this Agreement. If Utah’s conflict of law rules would apply another state’s laws, the Parties agree that Utah law will still govern. You agree that any claim arising out of or relating to this Agreement will be brought exclusively in a state or federal court of competent jurisdiction in Utah. You consent to the personal jurisdiction of the state and/or federal courts located in Utah.

You waive (i) any objection to jurisdiction or venue, or (ii) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

12. Waiver. The Company's failure to enforce any provision of this Agreement will not act as a waiver of that or any other provision. No waiver of any breach of this Agreement by either Party will act as a waiver of any other breach unless such waiver specifically states that it is to be construed as a continuing waiver.

13. Severability. The provisions of this Agreement are severable. If any provision is determined to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions will remain in full force and effect.

14. Amendments. This Agreement may not be amended or modified except in writing signed by both Parties.

15. Successors and Assigns. This Agreement will be assignable to, and will inure to the benefit of, the Company's successors and assigns, including, without limitation, successors through merger, name change, consolidation, or sale of a majority of the Company's stock or assets, and will be binding upon You and Your heirs and assigns. You may not assign, delegate or otherwise transfer any of Your rights, interests or obligations in this Agreement without the prior written approval of the Company.

16. Survival. Sections 4 through 21, and such other provisions hereof as may so indicate shall survive and continue in full force and effect in accordance with their respective terms, notwithstanding any termination of the Term to the extent necessary to give effect thereto.

17. Notices. Any notice provided for in this Agreement must be in writing and will be deemed validly given (i) on the date it is actually delivered by personal delivery of such notice, (ii) one (1) business day after its deposit in the custody of Federal Express or other reputable courier service regularly providing evidence of delivery (with next business day delivery charges paid by the Party sending the notice), or (iii) three (3) business days after its deposit in the custody of the U.S. mail, certified or registered postage prepaid, return receipt requested, or (iv) one (1) business day after transmission by facsimile or a PDF or similar attachment to an email, provided that such facsimile or email attachment shall be followed within one (1) business day by delivery of such notice pursuant to clause (i), (ii) or (iii) above. Any such notice to a Party shall be addressed at the address set forth below (subject to the right of a Party to designate a different address for itself by notice similarly given):

If to the Company:

SimpleNexus, LLC c/o nCino, Inc.  
6770 Parker Farm Drive, Suite 300  
Wilmington, NC 28405 Attention: General Counsel

If to You:

At the most recent address on file with the Company

18. No Conflict. You represent and warrant that You are not bound by any employment contract, restrictive covenant, or other restriction preventing You from carrying out Your responsibilities for the Company or the Parent, or which is in any way inconsistent with the terms of this Agreement. You further represent and warrant that You shall not disclose to the Company or the Parent or induce the Company or the Parent to use any confidential or proprietary information or material belonging to any previous employer or others.

19. Indemnification. While serving as an executive officer of the Company, the Company agrees that it shall indemnify You and provide You with Directors & Officers liability insurance coverage to the same extent that it indemnifies and/or provides such insurance coverage to board members and other similarly situated officers of the Company.

20. Clawbacks. The payments to You pursuant to this Agreement are subject to forfeiture or recovery by the Parent or the Company or other action pursuant to any clawback or recoupment policy which the Parent or the Company may adopt from time to time, including without limitation any such policy or provision that the Parent or the Company has included in any of its existing compensation programs or plans or that it may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder, or as otherwise required by law.

21. Company Policies. You shall be subject to additional Company and Parent policies as they may exist from time-to-time and made available to You, including policies regarding trading of securities.

22. Section 409A. The Parties intend that this Agreement and the payments made hereunder will be exempt from, or if not so exempt, comply with, the requirements of Section 409A, and shall be interpreted and construed consistently with such intent. Without limiting the foregoing, the separation payments and benefits to You pursuant to Section 4(d) and Section 4(e) of this Agreement are intended to be exempt from Section 409A to the maximum extent possible, as short-term deferrals pursuant to Treasury Regulation §1.409A-1(b)(4) or payments made pursuant to a separation pay plan pursuant to Treasury Regulation §1.409A-1(b)(9). Each amount to be paid or benefit to be provided under this Agreement shall be construed as a separate and distinct payment for purposes of Section 409A. To the extent any amounts under this Agreement are payable by reference to Your “termination of employment,” such term and similar terms shall be deemed to refer to Your “separation from service,” within the meaning of Section 409A (after giving effect to the presumptions contained therein) with respect to any payments that are subject to Section 409A. Notwithstanding any other provision in this Agreement, to the extent any payments made or contemplated hereunder constitute nonqualified deferred compensation, within the meaning of Section 409A, then (i) each such payment which is conditioned upon Your execution of a release and which is to be paid or provided during a designated period that begins in one taxable year and ends in a second taxable year, shall be paid or provided in the later of the two taxable years and (ii) if You are a specified employee (within the meaning of Section 409A) as of the date of Your separation from service, each such payment that is payable upon Your separation from service and would have been paid prior to the six-month anniversary of Your separation from service, shall be delayed until the earlier to occur of (A) the first day of the

seventh month following Your separation from service or (B) the date of Your death. You hereby agree to be bound by the Parent's determination of its "specified employees" (as such term is defined in Section 409A) provided such determination is in accordance with any of the methods permitted under the regulations issued under Section 409A. Any reimbursement payable to You pursuant to this Agreement shall be conditioned on the submission by You of all expense reports reasonably required by the Company under any applicable expense reimbursement policy, and shall be paid to You within 30 days following receipt of such expense reports, but in no event later than the last day of the calendar year following the calendar year in which You incurred the reimbursable expense. Any amount of expenses eligible for reimbursement, or in-kind benefit provided, during a calendar year shall not affect the amount of expenses eligible for reimbursement, or in-kind benefit to be provided, during any other calendar year. The right to any reimbursement or in-kind benefit pursuant to this Agreement shall not be subject to liquidation or exchange for any other benefit. To the extent that any amount payable hereunder is deemed to be a substitute for a payment provided under another agreement with You, then the amount payable hereunder shall be paid at the same time and in the same form as such substituted payment to the extent required to comply with Section 409A. In the event the terms of this Agreement would subject You to taxes or penalties under Section 409A ("409A Penalties"), the Company and You shall cooperate diligently to amend the terms of the Agreement to avoid such 409A Penalties, to the extent possible, but in no event will the Company, Parent or any of their affiliates be liable for any additional tax, interest or penalties that may be imposed on You under Section 409A or any damages because a payment pursuant to this Agreement was determined to not be in compliance with Section 409A.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SimpleNexus, LLC

By: /s/ Pierre Naudé

Name: Pierre Naudé

Title: Chief Executive Officer

/s/ Matt Hansen

Matthew Hansen

*[Signature Page to Employment Agreement]*

**FIRST AMENDMENT TO OFFICE LEASE**

**THIS FIRST AMENDMENT TO OFFICE LEASE** (this “*Amendment*”) is entered into effective as of March 20, 2023 (the “*Amendment Date*”) by and between **Cloud Real Estate Holdings, LLC**, a North Carolina limited liability company (“*Landlord*”), and **nCino, Inc.**, a Delaware corporation (“*Tenant*”), upon the terms and conditions hereinafter set forth.

**Recitals**

**A.** Landlord and Tenant entered into that certain Office Lease dated effective April 5, 2021 (the “*New Building Lease*”) for construction of certain premises now completed and located at 6760 Parker Farm Drive, Wilmington, North Carolina (as more particularly described therein, the “*Premises*”). For the purposes of this Amendment, the term “*Lease*” shall mean the New Building Lease as modified by this Amendment.

**B.** The Commencement Date of the New Building Lease occurred upon Landlord’s receipt of a temporary certificate of occupancy for the New Building, on October 24, 2022 (such date also referred to in the Lease as the New Building Completion Date).

**C.** As a result of the occurrence of the New Building Completion Date, the parties desire to simplify references in the Lease to certain key dates, on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference.
- 2. Landlord Development.** The first sentence of Section 33.03 of the Lease (captioned “Right to Construct Additional Improvements”) is hereby replaced with the following: “From and after November 30, 2026, Landlord shall have the right (whether via subdivision, condominium, ground lease or other legal means) to divide Property for further development or for separate ownership of its component parts (each, “Landlord Development”).”
- 3. Exhibit E. Exhibit E** to the Lease is hereby deleted and replaced in its entirety with that Exhibit E attached to this Amendment.
- 4. Definitions.** Capitalized terms used by not defined in this Amendment have the meanings given in the Lease.
- 5. Authority.** Each of Landlord and Tenant represents and warrants to the other that the individual executing this Amendment on such party’s behalf is authorized to do so.
- 6. Miscellaneous.** The recitals to this Amendment are incorporated into the body of this Amendment by reference. Except as modified by this Amendment, all of Landlord's and Tenant's other rights, obligations and covenants with respect to the New Building Lease shall remain in full force and effect. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one document. To facilitate execution of this Amendment, the parties hereto may execute and exchange, by telephone facsimile or electronic mail PDF, counterparts of the signature pages. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one document. In the event any term or provision of this Amendment is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Amendment shall remain in full force and effect.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the Amendment Date.

**TENANT:**

**nCino, Inc.**

a Delaware corporation

By: /s/ Pierre Naudé

Name: **Pierre Naudé**

Title: **President**

**LANDLORD:**

**Cloud Real Estate Holdings, LLC**

a North Carolina limited liability company

By: /s/ Raiford Trask, III

Name: **Raiford Trask, III**

Title: **Manager**

## EXHIBIT E

### Purchase Option and Right of First Offer

1. **Right of First Offer.** Landlord hereby grants Tenant a right of first offer to purchase the Property on the terms and conditions set forth in this Section 1 (“**Right of First Offer**”). If, on or prior to November 30, 2026, Landlord shall desire to market the Property or otherwise solicit an offer to purchase the Property (a “**ROFO Sale Offering**”), then Landlord shall not make any ROFO Sale Offering without first delivering to Tenant a written notice of the ROFO Sale Offering (the “**ROFO Notice**”). The ROFO Notice shall include the material terms of the ROFO Sale Offering, including the proposed purchase price (the “**ROFO Purchase Price**”). For thirty (30) days following receipt of the ROFO Notice, TIME BEING OF THE ESSENCE, Tenant shall have the right to elect, by written notice to the Landlord (a “**ROFO Exercise Notice**”), to purchase the Property on the material terms set forth in the ROFO Notice. If Tenant fails to deliver a ROFO Exercise Notice within such thirty (30)-day period, then Landlord may thereafter attempt to sell (and sell) the Property at a purchase price and on other terms and conditions relevant to the economic consideration for the transaction, that, considered as a whole, are not less than 90% of the ROFO Purchase Price and other terms and conditions relevant to the economic consideration for the transaction set forth in the ROFO Notice, considered as a whole. The period prior to the ROFO closing date, including any due diligence inspections, and the closing under the Right of First Offer shall be conducted in accordance with the terms of the ROFO Sale Offering. Notwithstanding the ROFO Sale Offering terms, Landlord shall convey good and marketable fee simple title to the Property to Tenant by special warranty deed and related documents of conveyance typical of a North Carolina commercial real estate closing, subject only to the permitted exceptions as of Landlord’s acquisition of the Property, *ad valorem* taxes and assessments for the then current calendar year and subsequent years, matters of zoning, matters that would be revealed by a current survey, utility easements granted in connection with the development of the Property and any amendments to any declarations of covenants conditions and restrictions applicable to the Property that either were entered into without Landlord’s consent or were approved by Tenant before being entered into by Landlord and other exceptions to title that do not materially interfere with the use of the Property as an office building (collectively, “**Permitted Exceptions**”). To the extent that any material terms are not addressed in the ROFO Sale Offering, the customary practices of commercial real estate closings in North Carolina shall apply; provided, however, that (a) except for the deed warranties, any conveyance of the Property to Tenant pursuant to this Section 1 will be on an as-is, where-is, with-all-faults basis, without further representation or warranty of any kind, express or implied, and (b) it will be a condition of any such sale that the Lease be terminated effective upon closing. Time is of the essence as to this Section 1. Upon the occurrence of an Event of Default under the Lease at any time prior to issuance of a ROFO Exercise Notice this Section 1 shall automatically become null and void. If an Event of Default occurs under the Lease after issuance of a ROFO Exercise Notice and prior to closing of the conveyance of the Property pursuant thereto, this Section 1 shall be voidable at Landlord’s option, exercisable upon written notice to Tenant. The rights granted to Tenant under this Section 1 are personal to the originally named Tenant and may not be assigned to any party other than a Permitted Transferee. Notwithstanding the foregoing, the provisions of this Section 1 shall not apply to any foreclosure sale or conveyance in lieu of foreclosure but shall be reinstated with respect to the succeeding owner(s) of the Property on the terms and conditions set forth above.

**2. Option to Purchase.** Landlord hereby grants to Tenant a one-time right and option (the “**Purchase Option**”) to purchase the Property from the Landlord upon the terms and conditions set forth below in this Section 2. Tenant may exercise the Purchase Option by giving Landlord ninety (90) days advance written notice of its election to exercise the Purchase Option (the “**Option Notice**”). The Option Notice must be given no later than November 30, 2026, TIME BEING OF THE ESSENCE, otherwise the Purchase Option shall automatically become null and void. Closing shall occur on the ninetieth (90<sup>th</sup>) day after the date Tenant gives the Option Notice. The additional terms and provisions of the Purchase Option are set forth below.

(a) The purchase price for the Property pursuant to the Purchase Option (the “**Option Price**”) shall be determined as follows and shall be payable to Landlord without deduction or offset in immediately available United States funds upon closing of the Purchase Option:

(i) if the Option Notice is given on or before April 30, 2024, then the Option Price shall be equal to the greater of:

(A) the gross purchase price necessary to ensure that Landlord receives an Internal Rate of Return of 18%;

or

(B) the gross purchase price necessary to ensure that Landlord receives an Equity Multiple Return of 1.9x.

(ii) if the Option Notice is given after April 30, 2024 and on or before November 30, 2026, then the Option Price shall be equal to the greater of:

(A) the gross purchase price necessary to ensure that Landlord receives an Internal Rate of Return of 20%;

or

(B) the gross purchase price necessary to ensure that Landlord receives an Equity Multiple Return of 1.9x.

(iii) Notwithstanding clauses (i) and (ii) above, if the Option Notice is given after a conveyance of the Property by Cloud Real Estate Holdings, LLC and on or before November 30, 2026, then the Option Price shall be equal to the greater of:

(A) the Fair Market Value of the Property as of the Commencement Date; or

(B) the quotient of (x) the sum of one year of Basic Rent under the Existing Building Lease at the rate in effect as of closing of the Purchase Option plus one year of Basic Rent under the Lease at the rate in effect as of closing of the Purchase Option, divided by (y) the Fair Market Capitalization Rate as of the Commencement Date.

As used in this Exhibit E:

- The term “**Fair Market Value**” means the fair market value of the Property as of the applicable date. If Landlord and Tenant are unable to mutually agree in writing upon the Fair Market Value within fifteen (15) days after the Landlord’s receipt of Tenant’s Option Notice, then the Fair Market Value shall be determined using the income approach consistent with commercial office buildings of similar age and condition in the Wilmington area by an appraiser mutually agreed upon by Landlord and Tenant or, if they cannot mutually agree on one appraiser, then by three appraisers holding the earned designation “MAI” and having at least five years’ experience in appraising commercial real estate in the Wilmington, North Carolina area, one appraiser to be selected by Tenant, one appraiser to be selected by Landlord, and the third appraiser to be selected by the other two appraisers. Each appraiser shall furnish its initial determination within ten (10) business days of its engagement and shall respond to the determinations of other appraisers within five (5) business days, in each instance. If the three appraisers are unable to agree upon the Fair Market Value, then each shall submit its written determination, and the Fair Market Value will be the average of the two closest appraisals. Tenant and Landlord each shall pay the cost of the appraiser it selects and the cost of the third appraiser shall be split equally between Landlord and Tenant.
- The term “**Documented Development Fees and Costs**” means all documented out of pocket costs and expenses incurred by Landlord in connection with the acquisition of the Property and this Lease, including without limitation: due diligence costs and expenses; fees and expenses paid to Landlord’s lenders; commissions; reasonable fees of attorneys, accountants and other professional consultants and advisors incurred in connection with the evaluation, negotiation, and closing of the acquisition of the Property, this Lease (including, to the extent applicable, the Parking Deck and the Existing Building Lease); closing costs; costs of procuring public and private permits, licenses and approvals; costs of design and construction; and operating expenses. Notwithstanding the foregoing, Documented Development Fees and Costs shall not include Expenses for which Landlord has received reimbursement under the Lease.
- The term “**Internal Rate of Return**” means the discount rate, using cumulative monthly compounding, at which the net present value of 40% of Landlord’s Documented Development Fees and Costs (regardless of actual equity contributions by Landlord) equals zero, calculated for each item of Documented Development Fees and Costs from the date such item was paid by Landlord. The calculation of Internal Rate of Return hereunder shall be made using the “XIRR” function of Microsoft Excel using monthly compounding.
- The term “**Equity Multiple Return**” means the quotient of (a) the sum of (i) Landlord’s net profits on the sale of the Property, after deducting as reasonable and documented closing and transactions costs incurred by Landlord, plus (ii) 40% of

Landlord's Documented Development Fees and Costs (regardless of actual equity contributions by Landlord), divided by (b) 40% of Landlord's Documented Development Fees and Costs (regardless of actual equity contributions to Landlord).

- The term "**Fair Market Capitalization Rate**" means the fair capitalization rate for the Property as of the applicable date. If Landlord and Tenant are unable to mutually agree in writing upon the Fair Market Capitalization Rate within fifteen (15) days after the Landlord's receipt of Tenant's Option Notice, then the Fair Market Capitalization Rate for the Wilmington area shall be determined by an appraiser mutually agreed upon by Landlord and Tenant or, if they cannot mutually agree on one appraiser, then by three appraisers holding the earned designation "MAI" and having at least five years' experience in appraising commercial real estate in the Wilmington, North Carolina area, one appraiser to be selected by Tenant, one appraiser to be selected by Landlord, and the third appraiser to be selected by the other two appraisers. If the three appraisers are unable to agree upon the Fair Market Capitalization Rate, then each shall submit its written determination, and the Fair Market Capitalization Rate will be the average of the two closest appraisals. Each appraiser shall furnish its initial determination within ten (10) business days of its engagement and shall respond to the determinations of other appraisers within five (5) business days, in each instance. Tenant and Landlord each shall pay the cost of the appraiser it selects and the cost of the third appraiser shall be split equally between Landlord and Tenant.

(b) Upon the closing of the Purchase Option, the parties shall execute an agreement terminating this Lease. The termination agreement shall provide that neither party shall waive or forfeit any rights arising under this Lease that accrued prior to the date of the closing of the sale of the Property.

(c) The Property shall be conveyed and sold to Tenant in its "As-Is," "Where-Is," "With All Faults" condition and without any representation or warranty, express or implied, except for any express warranties contained in the special warranty deed to Tenant.

(d) At the closing of the Purchase Option, Landlord shall execute, have acknowledged and delivered to Tenant: (i) a special warranty deed for the Property in recordable form, subject only to Permitted Exceptions and any other encumbrances consented to by Tenant or caused by Tenant, except that Landlord shall cause any monetary lien constituting a Permitted Encumbrance to be released upon the conveyance of the Property; (ii) a quitclaim bill of sale and assignment for all personal property of Landlord located at or used exclusively in connection with the Property; (iii) an owner affidavit and indemnity agreement in form and substance reasonably satisfactory to Tenant's title company to insure without exception for mechanics and materialmen's liens claiming by or through Landlord; (iv) an affidavit and certification as to Landlord's non-foreign status; (v) such tax reporting and disclosure forms as may be necessary or advisable under applicable federal and state law; (vi) evidence of the authorization by Landlord of closing and the conveyance of the Property to Tenant; and (vii) a settlement statement setting forth in reasonable detail the financial terms of the closing.

(e) As this Lease provides that Tenant shall pay for *ad valorem* taxes, there will be no proration of taxes, but Tenant shall be entitled to a credit for estimated Taxes paid by Tenant to the extent Landlord has not yet paid such Taxes. Tenant shall pay the cost of its due diligence expenses, the cost to record the deed, and its title insurance premiums. Tenant shall also pay at closing of the Purchase Option: (i) unless the Option Price is determined pursuant to Section 2(a)(i)(A) or Section 2(a)(ii)(A) above, the outstanding unamortized cost of Capital Expenses (specifically including those added to Basic Rent pursuant to clause (y) of Section 1 of Exhibit B to the Lease) other than Excluded Capital Expenses; and (ii) any prepayment fees applicable to Landlord's loan(s) not to exceed one percent (1%) of the aggregate outstanding principal balance of such loan(s). Each party shall pay all legal fees incurred by such party in connection with the Purchase Option, the exercise thereof and any transfer of the Property pursuant to the Purchase Option. Otherwise, all closing costs shall be payable in accordance with the custom for commercial real estate transactions in North Carolina.

(f) The earnest money deposit for the purchase of the Property shall be an amount equal to \$300,000 (the "**Earnest Money**") and shall be paid into escrow with Tenant's title company on or before the date ten (10) business days following the exercise of the Purchase Option. Landlord and Tenant shall promptly execute such commercially reasonable escrow agreement as Tenant's title company may require. Except for a default by Landlord of its obligation to sell the Property to Tenant in accordance with this Section 2, the Earnest Money shall in no event be refundable to Tenant. Upon a default by Tenant under this Section 2 that is not cured within five (5) business days after Landlord gives Tenant written notice specifying the default, the Purchase Option will be deemed null and void and the Earnest Money shall be paid to Landlord as liquidated damages and as its sole and exclusive remedy, and the Lease will nonetheless continue in full force and effect. Upon a default by Landlord under this Section 2 that is not cured within five (5) business days after Tenant gives Landlord written notice specifying the default, Tenant will be entitled to rescind the Option Notice and recover the Earnest Money or seek specific performance of Landlord's obligations under this Section 2, as the Tenant's sole and exclusive remedies for default by Landlord under this Section 2.

(g) Time is of the essence as to this Section 2.

(h) Upon the occurrence of an Event of Default under the Lease at any time prior to issuance of an Option Notice this Section 2 shall automatically become null and void. If an Event of Default occurs under the Lease after issuance of an Option Notice and prior to closing of the conveyance of the Property pursuant thereto, this Section 2 shall be voidable at Landlord's option, exercisable upon written notice to Tenant.

(i) The rights granted to Tenant under this Section 2 are personal to the originally named Tenant and may not be assigned to any party other than a Permitted Transferee

(j) The provisions of this Section 2 are subordinate in all respects to the rights of Landlord's mortgagees (including without limitation the beneficiary of a deed of trust) and shall be null and void upon a conveyance pursuant to, or in lieu of, a foreclosure by any such mortgagee.

3. **Profits Interest.** If on or before November 30, 2025, Landlord contracts to sell the Property, then at that closing, Tenant shall be entitled to 25% of the Landlord's net profits after the deduction of all Transaction Costs and after Landlord has obtained an 18% Internal Rate of Return. If, between December 1, 2025 and November 30, 2027 (inclusive), Landlord contracts to sell the Property, then at that closing, Tenant shall be entitled to 25% of the Landlord's net profits after the deduction of all Transactions Costs and after Landlord has obtained an 20% Internal Rate of Return. Notwithstanding the foregoing, in the event Tenant exercises the Purchase Option or the ROFO, Tenant shall not be entitled to any profit's interest pursuant to this Section 3. For purposes of this Section 3, "**Transaction Costs**" means and all reasonably documented transaction costs, including but not limited to loan payoffs, prorations, adjustments, excise taxes, escrows, fees of escrow and closing agents, commissions and attorneys' fees. The provisions of this Section 3 are subordinate in all respects to the rights of Landlord's mortgagees (including without limitation the beneficiary of a deed of trust) and shall be null and void upon a conveyance pursuant to, or in lieu of, a foreclosure by any such mortgagee. For the avoidance of doubt, this Section 3 is duplicative of, and not in addition to, Tenant's rights under Section 3 of Exhibit E to the Existing Building Lease.

### THIRD AMENDMENT TO OFFICE LEASE

THIS THIRD AMENDMENT TO OFFICE LEASE (this “*Amendment*”) is entered into effective as of March 20, 2023 (the “*Amendment Date*”) by and between **Cloud Real Estate Holdings, LLC**, a North Carolina limited liability company (“*Landlord*”), and **nCino, Inc.**, a Delaware corporation (“*Tenant*”), upon the terms and conditions hereinafter set forth.

#### Recitals

A. Landlord and Tenant entered into that certain Office Lease dated effective November 29, 2020 (the “*Existing Building Lease*”), and that certain First Amendment to Office Lease dated effective January 27, 2021 (the “*First Amendment*”), and that certain Second Amendment to Office Lease dated effective April 5, 2021 (the “*Second Amendment*”), for certain premises located at 6770 Parker Farm Drive, Wilmington, North Carolina (as more particularly described therein, the “*Premises*”). For the purposes of this Amendment, the term “*Lease*” shall mean the Existing Building Lease as modified by the First Amendment, the Second Amendment, and this Amendment.

B. Landlord and Tenant also entered into that certain Office Lease dated effective on or about the Amendment Date (the “*New Building Lease*”), which lease is the New Building Lease contemplated by Section 33.02 of the Existing Building Lease. The term “*New Building*” shall mean the Building, as defined in the New Building Lease.

C. As a result of the completion of the New Building for purposes of the New Building Lease, Landlord and Tenant have agreed to amend the Lease on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference.
2. **Landlord Development.** The first sentence of Section 33.05 of the Lease (captioned “Right to Construct Additional Improvements”) is hereby replaced with the following: “From and after November 30, 2026, Landlord shall have the right (whether via subdivision, condominium, ground lease or other legal means) to divide Property for further development or for separate ownership of its component parts (each, “**Landlord Development**”).”
3. **Exhibit E. Exhibit E** to the Lease is hereby deleted and replaced in its entirety with that **Exhibit E** attached to this Amendment.
4. **Definitions.** Capitalized terms used by not defined in this Amendment have the meanings given in the Lease.
5. **Authority.** Each of Landlord and Tenant represents and warrants to the other that the individual executing this Amendment on such party’s behalf is authorized to do so.
6. **Miscellaneous.** The recitals to this Amendment are incorporated into the body of this Amendment by reference. Except as modified by this Amendment, all of Landlord’s and Tenant’s other rights, obligations and covenants with respect to the Existing Building Lease shall remain in full force and effect. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one document. To facilitate execution of this Amendment, the parties hereto may execute and exchange, by telephone facsimile or electronic mail PDF, counterparts of the signature pages. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one document. In the event any term or provision of this Amendment is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Amendment shall remain in full force and effect.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the Amendment Date.

**TENANT:**

**nCino, Inc.**

a Delaware corporation

By: /s/ Pierre Naudé

Name: **Pierre Naudé**

Title: **President**

**LANDLORD:**

**Cloud Real Estate Holdings, LLC**

a North Carolina limited liability company

By: /s/ Raiford Trask, III

Name: **Raiford Trask, III**

Title: **Manager**

## EXHIBIT E

### Purchase Option and Right of First Offer

1. **Right of First Offer.** Landlord hereby grants Tenant a right of first offer to purchase the Property on the terms and conditions set forth in this Section 1 (“**Right of First Offer**”). If, on or prior to November 30, 2026, Landlord shall desire to market the Property or otherwise solicit an offer to purchase the Property (a “**ROFO Sale Offering**”), then Landlord shall not make any ROFO Sale Offering without first delivering to Tenant a written notice of the ROFO Sale Offering (the “**ROFO Notice**”). The ROFO Notice shall include the material terms of the ROFO Sale Offering, including the proposed purchase price (the “**ROFO Purchase Price**”). For thirty (30) days following receipt of the ROFO Notice, TIME BEING OF THE ESSENCE, Tenant shall have the right to elect, by written notice to the Landlord (a “**ROFO Exercise Notice**”), to purchase the Property on the material terms set forth in the ROFO Notice. If Tenant fails to deliver a ROFO Exercise Notice within such thirty (30)-day period, then Landlord may thereafter attempt to sell (and sell) the Property at a purchase price and on other terms and conditions relevant to the economic consideration for the transaction, that, considered as a whole, are not less than 90% of the ROFO Purchase Price and other terms and conditions relevant to the economic consideration for the transaction set forth in the ROFO Notice, considered as a whole. The period prior to the ROFO closing date, including any due diligence inspections, and the closing under the Right of First Offer shall be conducted in accordance with the terms of the ROFO Sale Offering. Notwithstanding the ROFO Sale Offering terms, Landlord shall convey good and marketable fee simple title to the Property to Tenant by special warranty deed and related documents of conveyance typical of a North Carolina commercial real estate closing, subject only to the permitted exceptions as of Landlord’s acquisition of the Property, *ad valorem* taxes and assessments for the then current calendar year and subsequent years, matters of zoning, matters that would be revealed by a current survey, utility easements granted in connection with the development of the Property and any amendments to any declarations of covenants conditions and restrictions applicable to the Property that either were entered into without Landlord’s consent or were approved by Tenant before being entered into by Landlord and other exceptions to title that do not materially interfere with the use of the Property as an office building (collectively, “**Permitted Exceptions**”). To the extent that any material terms are not addressed in the ROFO Sale Offering, the customary practices of commercial real estate closings in North Carolina shall apply; provided, however, that (a) except for the deed warranties, any conveyance of the Property to Tenant pursuant to this Section 1 will be on an as-is, where-is, with-all-faults basis, without further representation or warranty of any kind, express or implied, and (b) it will be a condition of any such sale that the Lease be terminated effective upon closing. Time is of the essence as to this Section 1. Upon the occurrence of an Event of Default under the Lease at any time prior to issuance of a ROFO Exercise Notice this Section 1 shall automatically become null and void. If an Event of Default occurs under the Lease after issuance of a ROFO Exercise Notice and prior to closing of the conveyance of the Property pursuant thereto, this Section 1 shall be voidable at Landlord’s option, exercisable upon written notice to Tenant. The rights granted to Tenant under this Section 1 are personal to the originally named Tenant and may not be assigned to any party other than a Permitted Transferee. Notwithstanding the foregoing, the provisions of this Section 1 shall not apply to any foreclosure sale or conveyance in lieu of foreclosure but shall be reinstated with respect to the succeeding owner(s) of the Property on the terms and conditions set forth above.

**2. Option to Purchase.** Landlord hereby grants to Tenant a one-time right and option (the “**Purchase Option**”) to purchase the Property from the Landlord upon the terms and conditions set forth below in this Section 2. Tenant may exercise the Purchase Option by giving Landlord ninety (90) days advance written notice of its election to exercise the Purchase Option (the “**Option Notice**”). The Option Notice must be given no later than November 30, 2026, TIME BEING OF THE ESSENCE, otherwise the Purchase Option shall automatically become null and void. Closing shall occur on the ninetieth (90<sup>th</sup>) day after the date Tenant gives the Option Notice. The additional terms and provisions of the Purchase Option are set forth below.

(a) The purchase price for the Property pursuant to the Purchase Option (the “**Option Price**”) shall be determined as follows and shall be payable to Landlord without deduction or offset in immediately available United States funds upon closing of the Purchase Option:

(i) if the Option Notice is given on or before April 30, 2024, then the Option Price shall be equal to the greater of:

(A) the gross purchase price necessary to ensure that Landlord receives an Internal Rate of Return of 18%;

or

(B) the gross purchase price necessary to ensure that Landlord receives an Equity Multiple Return of 1.9x.

(ii) if the Option Notice is given after April 30, 2024 and on or before November 30, 2026, then the Option Price shall be equal to the greater of:

(A) the gross purchase price necessary to ensure that Landlord receives an Internal Rate of Return of 20%;

or

(B) the gross purchase price necessary to ensure that Landlord receives an Equity Multiple Return of 1.9x.

(iii) Notwithstanding clauses (i) and (ii) above, if the Option Notice is given after a conveyance of the Property by Cloud Real Estate Holdings, LLC and on or before November 30, 2026, then the Option Price shall be equal to the greater of:

(A) the Fair Market Value of the Property as of the Commencement Date; or

(B) the quotient of (x) the sum of one year of Basic Rent under the Lease at the rate in effect as of closing of the Purchase Option plus one year of Basic Rent under the New Building Lease at the rate in effect as of closing of the Purchase Option, divided by (y) the Fair Market Capitalization Rate as of the Commencement Date.

As used in this Exhibit E:

- The term “**Fair Market Value**” means the fair market value of the Property as of the applicable date. If Landlord and Tenant are unable to mutually agree in writing upon the Fair Market Value within fifteen (15) days after the Landlord’s receipt of Tenant’s Option Notice, then the Fair Market Value shall be determined using the income approach consistent with commercial office buildings of similar age and condition in the Wilmington area by an appraiser mutually agreed upon by Landlord and Tenant or, if they cannot mutually agree on one appraiser, then by three appraisers holding the earned designation “MAI” and having at least five years’ experience in appraising commercial real estate in the Wilmington, North Carolina area, one appraiser to be selected by Tenant, one appraiser to be selected by Landlord, and the third appraiser to be selected by the other two appraisers. Each appraiser shall furnish its initial determination within ten (10) business days of its engagement, and shall respond to the determinations of other appraisers within five (5) business days, in each instance. If the three appraisers are unable to agree upon the Fair Market Value, then each shall submit its written determination, and the Fair Market Value will be the average of the two closest appraisals. Tenant and Landlord each shall pay the cost of the appraiser it selects and the cost of the third appraiser shall be split equally between Landlord and Tenant.
- The term “**Documented Development Fees and Costs**” means all documented out of pocket costs and expenses incurred by Landlord in connection with the acquisition of the Property and this Lease, including without limitation: due diligence costs and expenses; fees and expenses paid to Landlord’s lenders; commissions; reasonable fees of attorneys, accountants and other professional consultants and advisors incurred in connection with the evaluation, negotiation, and closing of the acquisition of the Property, this Lease (including, to the extent applicable, the Parking Deck and the New Building Lease); closing costs; costs of procuring public and private permits, licenses and approvals; costs of design and construction; and operating expenses. Notwithstanding the foregoing, Documented Development Fees and Costs shall not include Expenses for which Landlord has received reimbursement under the Lease.
- The term “**Internal Rate of Return**” means the discount rate, using cumulative monthly compounding, at which the net present value of 40% of Landlord’s Documented Development Fees and Costs (regardless of actual equity contributions by Landlord) equals zero, calculated for each item of Documented Development Fees and Costs from the date such item was paid by Landlord. The calculation of Internal Rate of Return hereunder shall be made using the “XIRR” function of Microsoft Excel using monthly compounding.
- The term “**Equity Multiple Return**” means the quotient of (a) the sum of (i) Landlord’s net profits on the sale of the Property, after deducting as reasonable and documented closing and transactions costs incurred by Landlord, plus (ii) 40% of Landlord’s Documented Development Fees and Costs (regardless of actual equity contributions by Landlord), divided by (b) 40% of Landlord’s Documented Development Fees and Costs (regardless of actual equity contributions to Landlord).
- The term “**Fair Market Capitalization Rate**” means the fair capitalization rate for the Property as of the applicable date. If Landlord and Tenant are unable to mutually agree in writing upon the Fair Market Capitalization Rate within fifteen (15) days after the Landlord’s receipt of Tenant’s Option Notice, then the Fair Market Capitalization Rate for the Wilmington area shall be determined by an appraiser mutually agreed upon by Landlord and Tenant or, if they cannot mutually agree on one appraiser, then by three appraisers holding the earned designation “MAI” and having at least five years’ experience in appraising commercial real estate in the Wilmington, North Carolina area, one appraiser to be selected by Tenant, one

appraiser to be selected by Landlord, and the third appraiser to be selected by the other two appraisers. If the three appraisers are unable to agree upon the Fair Market Capitalization Rate, then each shall submit its written determination, and the Fair Market Capitalization Rate will be the average of the two closest appraisals. Each appraiser shall furnish its initial determination within ten (10) business days of its engagement and shall respond to the determinations of other appraisers within five (5) business days, in each instance. Tenant and Landlord each shall pay the cost of the appraiser it selects and the cost of the third appraiser shall be split equally between Landlord and Tenant.

(b) Upon the closing of the Purchase Option, the parties shall execute an agreement terminating this Lease. The termination agreement shall provide that neither party shall waive or forfeit any rights arising under this Lease that accrued prior to the date of the closing of the sale of the Property.

(c) The Property shall be conveyed and sold to Tenant in its "As-Is," "Where-Is," "With All Faults" condition and without any representation or warranty, express or implied, except for any express warranties contained in the special warranty deed to Tenant.

(d) At the closing of the Purchase Option, Landlord shall execute, have acknowledged and delivered to Tenant: (i) a special warranty deed for the Property in recordable form, subject only to Permitted Exceptions and any other encumbrances consented to by Tenant or caused by Tenant, except that Landlord shall cause any monetary lien constituting a Permitted Encumbrance to be released upon the conveyance of the Property; (ii) a quitclaim bill of sale and assignment for all personal property of Landlord located at or used exclusively in connection with the Property; (iii) an owner affidavit and indemnity agreement in form and substance reasonably satisfactory to Tenant's title company to insure without exception for mechanics and materialmen's liens claiming by or through Landlord; (iv) an affidavit and certification as to Landlord's non-foreign status; (v) such tax reporting and disclosure forms as may be necessary or advisable under applicable federal and state law; (vi) evidence of the authorization by Landlord of closing and the conveyance of the Property to Tenant; and (vii) a settlement statement setting forth in reasonable detail the financial terms of the closing.

(e) As this Lease provides that Tenant shall pay for *ad valorem* taxes, there will be no proration of taxes, but Tenant shall be entitled to a credit for estimated Taxes paid by Tenant to the extent Landlord has not yet paid such Taxes. Tenant shall pay the cost of its due diligence expenses, the cost to record the deed, and its title insurance premiums. Tenant shall also pay at closing of the Purchase Option: (i) unless the Option Price is determined pursuant to Section 2(a)(i)(A) or Section 2(a)(ii)(A) above, the outstanding unamortized cost of Capital Expenses (specifically including those added to Basic Rent pursuant to clause (y) of Section 1 of Exhibit B to the Lease) other than Excluded Capital Expenses; and (ii) any prepayment fees applicable to Landlord's loan(s) not to exceed one percent (1%) of the aggregate outstanding principal balance of such loan(s). Each party shall pay all legal fees incurred by such party in connection with the Purchase Option, the exercise thereof and any transfer of the Property pursuant to the Purchase Option. Otherwise, all closing costs shall be payable in accordance with the custom for commercial real estate transactions in North Carolina.

(f) The earnest money deposit for the purchase of the Property shall be an amount equal to \$300,000 (the “**Earnest Money**”) and shall be paid into escrow with Tenant’s title company on or before the date ten (10) business days following the exercise of the Purchase Option. Landlord and Tenant shall promptly execute such commercially reasonable escrow agreement as Tenant’s title company may require. Except for a default by Landlord of its obligation to sell the Property to Tenant in accordance with this Section 2, the Earnest Money shall in no event be refundable to Tenant. Upon a default by Tenant under this Section 2 that is not cured within five (5) business days after Landlord gives Tenant written notice specifying the default, the Purchase Option will be deemed null and void and the Earnest Money shall be paid to Landlord as liquidated damages and as its sole and exclusive remedy, and the Lease will nonetheless continue in full force and effect. Upon a default by Landlord under this Section 2 that is not cured within five (5) business days after Tenant gives Landlord written notice specifying the default, Tenant will be entitled to rescind the Option Notice and recover the Earnest Money or seek specific performance of Landlord’s obligations under this Section 2, as the Tenant’s sole and exclusive remedies for default by Landlord under this Section 2.

(g) Time is of the essence as to this Section 2.

(h) Upon the occurrence of an Event of Default under the Lease at any time prior to issuance of an Option Notice this Section 2 shall automatically become null and void. If an Event of Default occurs under the Lease after issuance of an Option Notice and prior to closing of the conveyance of the Property pursuant thereto, this Section 2 shall be voidable at Landlord’s option, exercisable upon written notice to Tenant.

(i) The rights granted to Tenant under this Section 2 are personal to the originally named Tenant and may not be assigned to any party other than a Permitted Transferee

(j) The provisions of this Section 2 are subordinate in all respects to the rights of Landlord’s mortgagees (including without limitation the beneficiary of a deed of trust) and shall be null and void upon a conveyance pursuant to, or in lieu of, a foreclosure by any such mortgagee.

3. **Profits Interest.** If on or before November 30, 2025, Landlord contracts to sell the Property, then at that closing, Tenant shall be entitled to 25% of the Landlord’s net profits after the deduction of all Transaction Costs and after Landlord has obtained an 18% Internal Rate of Return. If, between December 1, 2025 and November 30, 2027 (inclusive), Landlord contracts to sell the Property, then at that closing, Tenant shall be entitled to 25% of the Landlord’s net profits after the deduction of all Transactions Costs and after Landlord has obtained an 20% Internal Rate of Return. Notwithstanding the foregoing, in the event Tenant exercises the Purchase Option or the ROFO, Tenant shall not be entitled to any profit’s interest pursuant to this Section 3. For purposes of this Section 3, “**Transaction Costs**” means and all reasonably documented transaction costs, including but not limited to loan payoffs, prorations, adjustments, excise taxes, escrows, fees of escrow and closing agents, commissions and attorneys’ fees. The provisions of this Section 3 are subordinate in all respects to the rights of Landlord’s mortgagees (including without limitation the beneficiary of a deed of trust) and shall be null and void upon a conveyance pursuant to, or in lieu of, a foreclosure by any such mortgagee. For the avoidance of

doubt, this Section 3 is duplicative of, and not in addition to, Tenant's rights under Section 3 of Exhibit E to the New Building Lease.

## LIST OF SUBSIDIARIES OF THE REGISTRANT

<b>Name of Subsidiary</b>	<b>Jurisdiction of Incorporation or Organization</b>
nCino OpCo, Inc.	United States (Delaware)
nCino APAC Pty Ltd	Australia
FinSuite Pty Ltd	Australia
nCino New Zealand Limited	New Zealand
nCino Canada, Inc.	Canada
nCino Global Ltd	United Kingdom
nCino France	France
nCino Germany GmbH	Germany
nCino Spain S.L.	Spain
nCino K.K.	Japan
nCino Portfolio Analytics, LLC	United States (Delaware)
SimpleNexus, LLC	United States (Utah)
SNX Insurance LLC	United States (Utah)
L Brewer and Associates, LLC	United States (Georgia)

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-3 No. 333-262084) of nCino, Inc.,
- (2) Registration Statement (Form S-8 No. 333-264042) pertaining to the nCino, Inc. 2019 Amended and Restated Equity Incentive Plan and the nCino, Inc. Employee Stock Purchase Plan, and
- (3) Registration Statement (Form S-8 Nos. 333-239907 and 333-254938) pertaining to the nCino, Inc. 2019 Amended and Restated Equity Incentive Plan, the nCino, Inc 2014 Omnibus Stock Ownership and Long Term Incentive Plan and the nCino, Inc. Employee Stock Purchase Plan;

of our reports dated March 28, 2023, with respect to the consolidated financial statements and schedule of nCino, Inc. and the effectiveness of internal control over financial reporting of nCino, Inc., included in this Annual Report (Form 10-K) for the year ended January 31, 2023.

/s/ Ernst & Young LLP

Raleigh, North Carolina  
March 28, 2023

**CERTIFICATION 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**

I, Pierre Naudé, certify that:

1. I have reviewed this Annual Report on Form 10-K of nCino, 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(s) 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 28, 2023

By:

/s/ Pierre Naudé

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Pierre Naudé

Chairman and Chief Executive Officer

**CERTIFICATION 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**

I, Gregory D. Orenstein, certify that:

1. I have reviewed this Annual Report on Form 10-K of nCino, 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(s) 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



**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of nCino, Inc. (the “Company”) on Form 10-K for the fiscal year ended January 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 28, 2023

By:

/s/ Pierre Naudé

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Pierre Naudé  
Chairman and Chief Executive Officer

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of nCino, Inc. (the “Company”) on Form 10-K for the fiscal year ended January 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 28, 2023

By:

/s/ Gregory D. Orenstein

Gregory D. Orenstein  
Chief Financial Officer & Treasurer