

## DATAROBOT NONDISCLOSURE AGREEMENT

This NONDISCLOSURE AGREEMENT (this "NDA") is made by: (i) DataRobot, Inc., a Delaware corporation ("Company"); and (ii) the person clicking "Agree" on the Trust Package website ("Recipient").

1. Confidential Information. "Confidential Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company, relating to, among other things, its products, technology, specifications, methodologies, business or marketing plans, or business relationships, any and all of which relate to its past, present, future or proposed products and services. Confidential Information may be disclosed either in documentary form (including without limitation traditional tangible media and intangible or electronic media), or orally or visually or in other non-documentary form (including without limitation presentations and visual inspections of documents or facilities). Notwithstanding the foregoing, the following shall be considered Confidential Information if disclosed orally or in writing by Company during discussions concerning the business relationship: (i) all inventions, discoveries, know-how, techniques, preliminary concepts, devices, ideas, research, software implementation methods, practices, processes, systems, formulae, designs (including branding strategies and creative designs), products, projects, computer programs, improvements and developments which have not been generally available to the public; (ii) all client or customer lists, trade secrets, or other information pertaining to the financial condition, business affairs or prospects of the parties including, without limitation, information relative to customers, suppliers or other parties with which a party has a business relationship, samples, sketches, bulletins, correspondence, business strategy, company forms and records (including financial statements and product specification sheets), employee lists, marketing forecasts, information concerning sources of supply, costs of manufacture and sale and applications of equipment, whether or not published or unpublished, confidential or protected or susceptible to protection by patent, trademark, copyright or any other form of legal protection and whether or not any attempt has been made to secure such protection; (iii) any of the foregoing information developed by or proprietary to clients, customers or suppliers of Company; and (iv) any information which by its nature a reasonable person would know to be confidential. The parties acknowledge and agree that Recipient may receive or be exposed to Confidential Information regardless of whether Recipient affirmatively requests, or Company affirmatively approves, such receipt or exposure. Company shall retain ownership of Confidential Information, and nothing herein shall be construed as a license or assignment of any Confidential Information to Recipient.

2. Nonuse; Nondisclosure. Recipient shall not use in any way, or disclose or provide to any third party, any Confidential Information, except as may be expressly authorized by Company in writing. Recipient shall: (i) notify Company upon discovery of any unauthorized use or disclosure of Confidential Information; and (ii) reasonably cooperate with Company to regain possession thereof.

3. Exceptions. Recipient's obligations of nonuse and nondisclosure provided herein shall cease to apply to any portion of Confidential Information at such time as, and solely to the extent that, Recipient materially demonstrates that, through no breach hereof or of any duty of confidentiality owed to Company by Recipient or any third party, such portion lawfully is or becomes: (i) part of the public domain; or (ii) required to be disclosed by Recipient by governmental rule or order; provided that Recipient shall use best efforts to limit the scope and duration of such disclosure.

4. Termination. This NDA shall be effective until terminated by written notice from either party to the other, where after any disclosures between the parties will no longer be subject to the this NDA; provided, however, that Confidential Information disclosed prior to termination of this NDA shall remain confidential and subject to all the restrictions and conditions of this NDA until terminated by Company.

5. Remedies. In the event of Recipient's actual or threatened unauthorized disclosure or use of Confidential Information, Company, having no adequate remedy at law, shall be entitled to obtain injunctive relief against Recipient without posting bond or security, in addition to all other remedies available at law or in equity. This NDA shall be construed in accordance with the laws of the State of Delaware, without regard to conflicts of laws. Any actions arising hereunder shall be adjudicated before a court of competent jurisdiction located in Suffolk County, Massachusetts, and the prevailing party shall be entitled to its costs and fees (including reasonable attorneys' fees).

6. General. Recipient shall not transfer or assign this NDA. This NDA may be amended solely by a mutually executed writing. Any waiver with reference to one event or one portion of Confidential Information shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event or any other portion thereof. Unenforceable provisions hereof, if any, as applied to particular circumstances shall be reformed to the extent strictly necessary to render such provisions enforceable when applied to such particular circumstances. This NDA constitutes the entire agreement between the parties with respect to the subject matter hereof.