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LlamaIndex Mutual Nondisclosure Agreement (Standard)

Version: October 2026

This Mutual Nondisclosure Agreement ("NDA") is between LlamaIndex, Inc., a Delaware corporation with its principal place of business at 447 Sutter St. Ste. 405 PMB 1259, San Francisco, CA 94108 ("LlamaIndex"), and the individual or entity that accepts it ("Counterparty"). It takes effect on the date Counterparty accepts it, by clicking to agree on the LlamaIndex Trust Center or elsewhere, or by signing a copy (the "Effective Date"). An individual who accepts on behalf of an entity represents that they have authority to bind that entity.

If LlamaIndex and Counterparty have signed a separate nondisclosure agreement, or a written agreement for LlamaIndex services that contains confidentiality terms, that signed agreement governs and this NDA does not apply to the information it covers.

1. Purpose

The parties may disclose Confidential Information to each other to evaluate, negotiate or use LlamaIndex products and services, including Counterparty's review of LlamaIndex security, privacy and compliance documentation (the "Purpose").

2. Confidential Information

2.1 "Confidential Information" means non-public information disclosed by one party ("Discloser") to the other ("Recipient") in connection with the Purpose, in any form, that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure.

2.2 LlamaIndex's Confidential Information includes, whether or not marked: security and compliance documentation, such as SOC 2 reports, bridge letters, penetration test reports and summaries, policies and questionnaire responses; pricing and discounts; product roadmaps; system architecture; non-public APIs; and benchmark and evaluation results.

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3. Exclusions

Confidential Information does not include information that Recipient can show: (a) is or becomes public through no fault of Recipient; (b) was known to Recipient without restriction before disclosure; (c) was received from a third party without breach of any confidentiality obligation; or (d) was independently developed by Recipient without use of Discloser's Confidential Information.

4. Obligations

4.1 Recipient will use Discloser's Confidential Information only for the Purpose. It will disclose that information only to its employees, contractors, auditors and professional advisors who need it for the Purpose and are bound by confidentiality obligations at least as protective as this NDA. Recipient is responsible for their compliance.

4.2 Recipient will protect Discloser's Confidential Information with at least the care it uses for its own similar information, and no less than reasonable care. Recipient will promptly notify Discloser of any unauthorized use or disclosure it becomes aware of.

4.3 Counterparty will not publish LlamaIndex security documentation or share it with anyone other than the persons permitted in Section 4.1.

5. Compelled Disclosure

Recipient may disclose Confidential Information to the extent required by law, regulation or court order. Where legally permitted, it will give Discloser prompt notice, disclose only the portion legally required, and reasonably cooperate with any effort by Discloser to obtain a protective order.

6. Return and Destruction

Within 10 days after Discloser's written request, Recipient will return or destroy Discloser's Confidential Information. Recipient may retain copies in backup systems until their ordinary deletion and as required by law. Retained copies remain subject to this NDA.

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7. No License or Warranty

Confidential Information is provided "as is." This NDA grants no license or other right in any Confidential Information, patent, copyright or other intellectual property. Neither party is obliged to disclose any information or to enter into any further agreement.

8. No Reverse Engineering

Recipient will not modify, reverse engineer, decompile or disassemble any software contained in Discloser's Confidential Information.

9. Term

Either party may end this NDA for future disclosures on written notice. Each party's obligations continue for five years after the last disclosure of Confidential Information under this NDA. Obligations for information that is a trade secret under applicable law continue for as long as it remains a trade secret.

10. Remedies

Unauthorized use or disclosure of Confidential Information may cause irreparable harm. Discloser is entitled to seek injunctive relief, without posting a bond where the law permits, in addition to any other remedy.

11. Limitation of Liability

11.1 To the maximum extent permitted by law, LlamaIndex will not be liable under this NDA for any indirect, incidental, special, consequential, exemplary or punitive damages, or for lost profits, revenue or goodwill.

11.2 To the maximum extent permitted by law, LlamaIndex's total aggregate liability arising out of or relating to this NDA will not exceed the greater of (a) US$100 or (b) the fees paid or payable by Counterparty for LlamaIndex services in the 12 months preceding the event giving rise to the liability. If Counterparty also uses LlamaIndex services under the LlamaIndex Terms of Service, this limit is shared with, and not in addition to, the limit in those Terms.

11.3 This Section 11 does not limit either party's right to seek injunctive relief under Section 10.

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12. Export Compliance

Recipient will not export or re-export any technical data received under this NDA in violation of US export control or sanctions laws.

13. General

13.1 This NDA is governed by the laws of the State of Delaware, without regard to conflict of laws principles. The state and federal courts located in Delaware have exclusive jurisdiction, except that either party may seek injunctive relief in any court of competent jurisdiction.

13.2 This NDA is the entire agreement between the parties about its subject matter and supersedes prior discussions about it. LlamaIndex may update this NDA for future acceptances. The version Counterparty accepted governs information disclosed under it.

13.3 LlamaIndex may assign this NDA without consent. Counterparty may assign it only with LlamaIndex's written consent, except to a successor to all or substantially all of its business.

13.4 The parties are independent contractors. If any provision is unenforceable, it will be enforced to the maximum extent permitted and the rest of this NDA remains in effect. A failure to enforce a provision is not a waiver.

13.5 Notices to LlamaIndex go to security@runllama.ai. Notices to Counterparty go to the email address used to accept this NDA.

13.6 This NDA may be accepted electronically. LlamaIndex makes available a copy signed by LlamaIndex. Counterparty may countersign that copy for its records, but countersignature is not required for this NDA to apply. Any change Counterparty makes to the text has no effect.

LLAMAINDEX, INC.	COUNTERPARTY (optional)
Signature: DocuSigned by: Jerry Liu 88782863849A41B...	Legal name:
Name: Jerry Liu	Signature:
Title: CEO & Co-Founder	Name and title:
Date: 10/15/2026 | 6:38 PM PDT	Date: