



OKTA, INC.

## OKTA FOR AI AGENTS TERMS (EARLY ACCESS)

These Okta for AI Agents Terms (these “**Terms**”) apply to the early access version of Okta for AI Agents purchased under an Order Form and supplement the Okta Early Access Subscription Agreement available at <https://www.okta.com/legal/> (the “**EA Agreement**”). All capitalized terms not defined herein shall have the meaning set forth in the EA Agreement.

These Terms only apply to the extent that Customer's Order Form does not have similar specific terms for the early access version of Okta for AI Agents. If Customer's Order Form has similar specific terms for the early access version of Okta for AI Agents, then those terms will govern Customer’s use of the early access version of Okta for AI Agents.

By using the early access version of Okta for AI Agents, executing an Order Form that references these Terms, or by otherwise accepting them, Customer agrees to these Terms and will use the early access version of Okta for AI Agents in compliance with these Terms and the EA Agreement.

**1. Definitions.** The definitions set forth below only apply to subscriptions for the early access version of Okta for AI Agents.

**1.1. “AI Agent(s)”** means an artificial intelligence system utilized by or on behalf of Customer that: (i) can execute one or more tasks in order to accomplish one or more defined goals with little (or no) human supervision; and (ii) is linked to an application or other computing resource in the Agentic Identity Services.

**1.2. “Agentic Identity Services”** means the Okta services provided by Okta under the early access version of the Okta for AI Agents SKU, which includes Identity Security Posture Management (“**ISPM**”), Universal Directory, Single Sign-On, API Access Management, Okta Privileged Access, and Access Governance.

**1.3. “Product Subscription Reference Guide”** means the product subscription reference guide available at <https://www.okta.com/legal/> that applies to the Service.

**2. Agentic Identity Services.** Okta for AI Agents gives Customer the ability to identify, authenticate, govern and manage its AI Agents, including human access to AI Agents, in the Agentic Identity Services, in accordance with these Terms, the applicable Order Form, the EA Agreement, and any applicable Documentation and for no other purpose. For clarity, Customer may not use the Agentic Identity Services, in-whole, or in-part, directly or indirectly, to: (i) identify, authenticate, govern or manage any employee, contractor, partner, customer or other human identity for purposes of directly accessing any system, application or other computing resource that is not an AI Agent; or (ii) perform any use cases prohibited in the Documentation.

**3. Responsibility for AI Agents.** As between the parties, Customer is fully responsible for all acts, controls, configuration, omissions and errors of its AI Agents, including compliance with all usage and other restrictions. Any activity conducted by or on behalf of an AI Agent is deemed activity of the Customer for purposes of compliance with these Terms, the EA Agreement, and the applicable Order Form.

**4. Monitoring and Usage Verification.** Okta may monitor Customer’s use of the Agentic Identity Services. Customer shall not, directly or indirectly: (i) destroy, disable, corrupt, or tamper or interfere with any part of the Agentic Identity Services, including any monitoring or reporting technology; or (ii) attempt to falsify, undercount, obscure or otherwise manipulate any calculation of Customer’s use of the Agentic Identity Services.

**5. True-Up.** If Okta determines, in its sole and reasonable discretion, that Customer or Partner (if applicable) has violated the applicable Order Form for Okta for AI Agents, including but not limited to exceeding subscriptions or Customer misusing subscriptions, Okta will notify Customer (if Customer purchased directly through Okta) or Partner (if Customer purchased indirectly through a Partner). Within thirty (30) days of such notice, Customer (or Partner on behalf of Customer, if applicable), must either (i) conform Customer's use to its subscriptions; or (ii) execute a new Order Form for the applicable Okta Services (including all Okta Service dependencies) for all of the non-conforming use cases in quantities described in the Documentation. Please see the Product Subscription Reference Guide currently available <https://www.okta.com/legal/> for more detail. If Customer or Partner (if applicable) fails to correct the non-conforming use or execute a new Order Form reflecting actual usage, Okta may, in its sole discretion, suspend or terminate access to the Service without liability.

**6. Agent-to-Identity Connections per Month.** The early access version of Okta for AI Agents is licensed based on the number of Agent-to-Identity Connections (as defined in the Product Subscription Reference Guide) per Month. For more information, see the Product Subscription Reference Guide. Customer may connect AI Agents to no more than one (1) custom authorization server and is limited to two (2) Identity Assertion JWT Authorization Grant (JAG ID) tokens minted per second, per AI Agent. Customer shall not exceed the number of Agent-to-Identity Connections per Month specified in the applicable Order Form. In addition, (i) the number of Agent-to-Identity Connections per Month purchased may not be decreased during the Term; (ii) additional Agent-to-Identity Connections per Month may be added by Customer, or Partner on behalf of Customer (if applicable), during the then-current Term at the same pricing as that for the pre-existing Agent-to-Identity Connections per Month thereunder, prorated for the remainder of the Term in effect at the time the additional Agent-to-Identity Connections per Month are added; and (iii) the added Agent-to-Identity Connections per Month shall terminate on the same date as the then-current Term.

**7. Access Governance.** Access Governance includes three features: Access Requests, Access Certifications, and Reporting.

**8. ISPM.** Customer agrees that the primary location for the storage of Customer Data will be at data center(s) located in the region where Customer's cell is located, unless the Customer is a multi-cell tenant, in which case the default primary data center is the EU, but may be in data centers in other regions depending on Customer preference or as required for the Service. In either case, data processing activities may occur in other regions, as described in Okta's 'Sub-Processor Information' documentation at <https://www.okta.com/trustandcompliance/>.

**9. ISPM Integrations.** Customer may integrate ISPM with, or connect ISPM to, other services, applications, or accounts (each, an "ISPM Integration"), which may include Non-Okta Applications. For more information about ISPM Integrations (including any applicable system limits), see the Product Subscription Reference Guide and the applicable Documentation.

**10. Exclusions.** The early access version of Okta for AI Agents is excluded from: (i) the Canada-Hosted Cell Add-On, the India-Hosted Cell Add-On, the Japan-Hosted Cell Add-On, and any terms or requirements for these Cell Add-Ons shall not apply to the early access version of Okta for AI Agents; (ii) any Health Insurance Portability and Accountability Act standards that may be applicable; and (iii) any authorization(s) not yet granted under the FedRAMP program or by the U.S. Department of Defense. The early access version of Okta for AI Agents is not available in Okta for Government Moderate, Okta for Government High, or Okta for US Military cells.

**11. No Future Features.** Any Order Form for the early access version of Okta for AI Agents includes the Agentic Identity Services, which may include features in beta, early access or general availability and may be further described in the Documentation. Any future features, enhancements, or functionalities not available may be provided if and when they become available, at Okta's sole discretion. The product roadmap does not represent a commitment, obligation, or promise to deliver any product, feature, or functionality, and Customer acknowledges that its purchase is not reliant on the delivery of any future functionality. If Okta elects to make a generally available version of Okta for AI Agents, such generally available version may have different pricing, and product and feature configurations, and terms.