



**OKTA, INC.**

**LIMITED EARLY ACCESS: TERMS OF SERVICE**

These Limited Early Access Terms of Service (“Terms of Service”) are between Okta, Inc. (“Okta”) and the entity (hereinafter “Customer”) identified in the applicable Order Form by which this Agreement is governed. These Terms of Service and the Order Form are collectively referred to hereinafter as the “Agreement”. Capitalized terms used in these Terms of Service not otherwise defined herein have the meanings given to them in the Order Form, as applicable. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) these Terms of Service, and (3) the Documentation.

1. EA Services Offering.

1.1. Access Grant. Upon Customer’s execution or acceptance of the applicable Order Form and payment of any required fees therein, Okta grants Customer the right to access and use the Okta Limited Early Access Program software and services (collectively, the “EA Services”) ordered by Customer in such Order Form solely for Customer’s internal business purposes, subject to the terms set forth in the Agreement and in accordance with the applicable Documentation made available by Okta. This right is non-transferable and non-exclusive. Okta reserves the right to modify or improve portions of the EA Services so long as Customer’s access and use of the EA Services is not materially adversely affected.

1.2. Other Software. To the extent Okta provides Customer any software (collectively, the “Software”), Okta grants to Customer a limited, revocable, non-exclusive, non-transferable and non-sublicensable license to install, access, and use such Software solely in connection with Customer’s access and use of the EA Services in accordance with the Agreement and the applicable Documentation made available by Okta. Customer will promptly uninstall and destroy all copies of such Software at the end of the applicable Subscription Term (defined below) for the EA Services, upon termination of the Agreement, or upon Okta’s request, whichever is sooner.

1.3. Necessary Equipment. Other than as may be provided by Okta in its discretion, Customer will be solely responsible, at Customer’s expense, for acquiring, installing, and maintaining all connectivity equipment, hardware, third party software, and other equipment as may be necessary to connect to, access and use the EA Services.

1.4. Restrictions on Use. In no event will Customer: (i) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or underlying trade secrets, ideas, or algorithms of any of the software comprising any part of the Software; (ii) lease, distribute, license, sell or otherwise commercially exploit any of the EA Services or make the EA Services available to a third party other than as contemplated in the Agreement and/or the Documentation, including but not limited to using the EA Services for timesharing, service bureau, or other similar purposes; (iii) tamper with other customer accounts of Okta; (iv) attempt to gain unauthorized access to the EA Services or its related systems or networks; (v) access or use the EA Services for the purpose of developing a competing product or service; (vi) permit anyone else, to engage, directly or indirectly, in any of the activities described in the foregoing subparts (i) through (vi). All the limitations and restrictions on use of the EA Services in the Agreement will also apply to any Software and Documentation that is part of or provided through the EA Services (together with the EA Services and Confidential Information (defined below), collectively, the “Okta Materials”).

1.5. Customer Obligations. Customer is responsible for all activities conducted under its and its users’ logins to the EA Services. Customer shall use the EA Service in compliance with this Agreement, the applicable Order Forms, Documentation, and all applicable laws and shall not: (i) send or store in the EA Services any personal health information, credit card data, personal financial data or any other sensitive data that may be, without limitation, subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards; (ii) send or store infringing or unlawful material in connection with the EA Services; or (iii) send or store malicious code to the EA Services..

2. Payment.



2.1. Fees. Customer shall pay Okta any fees set forth in the applicable Order Form (“Fees”) in accordance with the Agreement and the Order Form. If not otherwise specified on an Order Form, Fees will be due within thirty (30) days of date of invoice. Except as otherwise specifically provided in the Agreement, all Fees paid and payable to Okta hereunder are non-cancelable and non-refundable. If Customer fails to pay any amounts due under the Agreement by the due date, in addition to any other rights or remedies it may have under the Agreement or by matter of law, (i) Okta reserves the right to suspend the EA Services upon thirty (30) days written notice, until such amounts are paid in full, and (ii) Okta will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law until Customer pays all amounts due; provided that Okta will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue.

2.2. Taxes. Fees do not include and may not be reduced to account for any taxes including any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, “Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder (excluding taxes based on Okta’s net income or property) unless Customer provides Okta with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. Term; Termination.

3.1. Term. The subscription period for the EA Services will be specified in the applicable Order Form, and if none is specified therein, then it will be for the length of time for which Customer has paid the applicable fees (the “Subscription Term”).

3.2. Termination. Either party may terminate the Agreement by written notice to the other party in the event that (i) such other party materially breaches the Agreement and does not cure such breach within thirty (30) days of such notice, or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer pursuant to this section, Okta will refund Customer a pro-rata portion of any prepaid fees that cover the remainder of the applicable Order Form Subscription Term after the effective date of termination.

3.3. Suspension. Okta may suspend the EA Services: (a) if Okta considers it necessary to prevent or terminate any actual or suspected use of the EA Services in violation of the Agreement; or (b) upon notice to Customer if (i) Customer commits a material breach of the Agreement, (ii) Okta reasonably determines that Customer’s use of the EA Services is in excess of the subscription metrics paid for by Customer in the Order Form, or (iii) if there is a threat to the security and integrity of the hosted environment for the EA Services. Suspension of EA Services will be without prejudice to any rights or liabilities accruing before or during the suspension, including Customer’s obligation to pay fees.

3.4. Effect of Termination. Upon expiration or termination of the Agreement for any reason: (i) any fees, expenses and other amounts accrued and owed to Okta prior to termination or expiration of the Agreement will be immediately due and payable; (ii) all Customer access to the EA Services and licenses granted will immediately terminate and Customer shall no longer use the EA Services; (iii) Okta will have no obligation to maintain any Customer Data stored on behalf of Customer or to forward any Customer Data to any third party; (iv) at Okta’s written request, Customer shall certify to Okta the return or destruction of the Software; (v) and within a commercially-reasonable time frame, Okta shall delete any Customer Data of Customer stored within the EA Services.

3.5. Survival. The following Sections will survive termination of the Agreement: the second sentence of 1.2, 1.4, and 2 through 12.

4. Confidential Information. For the purposes of the Agreement, “Confidential Information” means any information disclosed by Okta to Customer or its users, or any Okta information, data, Software, or other materials that, under the circumstances of disclosure, would be reasonably understood to be considered confidential, including technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, marketing plans, financial information, including but not limited to the Okta Materials. Customer will: (i) hold in strict confidence all Confidential Information; (ii) use the



Confidential Information only to perform or to exercise its rights under the Agreement; and (iii) not transfer, display, convey or otherwise disclose or make available such Confidential Information to any person or entity except to the directors, officers, employees, agents, contractors, accountants, auditors and legal and financial advisors of Customer who need to know such Confidential Information, who are under confidentiality obligations substantially similar as those set forth hereunder, and whose handling and treatment of the Confidential Information in accordance with the Agreement is Customer's full responsibility. Customer will use at least the same degree of care to protect the Confidential Information as it uses to protect its own confidential information of like nature, but Customer will use at least reasonable care. Customer may disclose the Confidential Information in response to a valid court order, law, rule, regulation, or other governmental action provided that (x) Customer notifies Okta in writing prior to disclosure of the information in order to provide Okta a reasonable opportunity to obtain a protective order, and (y) Customer assists Okta in any attempt to limit or prevent the disclosure of the Confidential Information. Customer will promptly notify Okta in the event of any unauthorized use or disclosure of the Confidential Information. Customer agrees that Okta may have no adequate remedy at law if there is a breach or threatened breach of this Section 4 and, accordingly, that Okta will be entitled to injunctive or other equitable relief to prevent or remedy such a breach in addition to any legal remedies available to Okta. The obligations in this Agreement with respect to Confidential Information will not apply to any information that would otherwise constitute Confidential Information but that which: (i) is publicly known and made generally available in the public domain without breach of any obligation of confidentiality or restriction on disclosure; or (ii) is in the possession of Customer without breach of any obligation of confidentiality or restriction on disclosure at the time of disclosure by Okta.

5. Ownership.

5.1. As between Okta and Customer, Customer owns its Customer Data. Customer grants to Okta, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit and display Customer Data, as reasonably necessary for Okta to provide the EA Service in accordance with the Agreement. Subject to the limited licenses granted herein, Okta acquires no right, title or interest in any Customer Data. Customer shall be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data.

5.2. Okta will own all intellectual property and other rights in and to the Okta Materials. Unless explicitly stated herein, nothing in the Agreement will be construed as conferring any right or license to such rights, whether by estoppel, implication or otherwise, and Customer acknowledges that it has no ownership interest in the Okta Materials, or any derivatives, modifications, upgrades, updates, new versions, fixes, improvements or enhancements thereof or thereto. Customer hereby assigns to Okta any rights, title and interest, including all intellectual property rights, in any feedback, derivative works, modifications, enhancements, or improvements related to the Okta Materials.

6. Availability Assurances, Warranties, And Disclaimer.

6.1. Okta Assurances. Okta shall use commercially reasonable efforts to make the EA Service available to Customer 24 hours a day, 7 days a week, every day of each year (except for any unavailability caused by a force majeure event).

6.2. Warranties. Customer represents and warrants that (i) it has the full corporate power and authority to enter into the Agreement and perform its obligations hereunder; (ii) it has the necessary rights to enter into the Agreement and perform its obligations hereunder; (iii) this the Agreement is a binding obligation upon it and, when executed by both parties, is enforceable in accordance with its terms; (iv) it will comply with all applicable laws, rules and regulations in the course of performing its obligations and exercising its rights under the Agreement; and (v) any Customer Data provided to Okta or otherwise used by either party in connection with the Agreement will not infringe, misappropriate or otherwise violate any right of any third party.

6.3. Disclaimer. ALL EA SERVICES, SOFTWARE AND OTHER OKTA MATERIALS PROVIDED BY OKTA ARE PROVIDED TO CUSTOMER "AS-IS" AND OKTA MAKES NO, AND DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES, AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. OKTA DOES NOT REPRESENT OR WARRANT THAT THE EA SERVICES WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS OR IN A SECURE



MANNER. THE EA SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAY AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. OKTA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR ANY LOSS OF DATA OR DAMAGES RESULTING THEREFROM. THE EA SERVICES MAY CONTAIN INDEPENDENT THIRD PARTY PRODUCTS AND RELY ON THEM TO PERFORM CERTAIN FUNCTIONALITY IN CONNECTION WITH THE EA SERVICES. OKTA MAKES NO WARRANTY AS TO THE OPERATION OF ANY THIRD PARTY PRODUCTS OR THE ACCURACY OF ANY THIRD PARTY INFORMATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OKTA OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE ANY WARRANTY.

7. Indemnification. Customer will defend Okta from any and all claims, demands, suits or proceedings (collectively "Claims") brought against Okta by a third party alleging a violation of a third party's rights arising from Customer's provision or use of the Customer Data. Customer will indemnify Okta for all damages, costs, reasonable attorneys' fees finally awarded by a court of competent jurisdiction or paid to a third party in accordance with a settlement agreement signed by Customer, in connection with such Claims. Okta must give Customer the following: (a) prompt written notice of any Claim for which Okta intends to seek indemnity, (b) all cooperation and assistance reasonably requested by Customer in the defense of the Claim, at Customer's sole expense, and (c) sole control over the defense and settlement of the Claim, provided that Okta may participate in the defense of the Claim at its sole expense and any settlement by Customer does not include an admission of guilt or liability by Okta.

8. Limitation of Liability. IN NO EVENT WILL OKTA (OR ITS SUPPLIERS OR AFFILIATES) BE RESPONSIBLE OR LIABLE TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, COVER, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, LOST PROFIT OR OTHER SIMILAR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL OKTA TOGETHER WITH ALL OF ITS AFFILIATES' TOTAL AGGREGATE LIABILITY FOR DAMAGES OF ANY NATURE UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO OKTA UNDER THE APPLICABLE ORDER FORM DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. IN NO EVENT WILL OKTA HAVE ANY LIABILITY ARISING OUT ANY OF CUSTOMER DATA PROVIDED TO OKTA IN CONNECTION WITH THE EA SERVICES HEREUNDER.

9. Controlling Law. This Agreement and any disputes arising out of or related hereto shall be governed by the laws of the State of California, without giving effect to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. With respect to all disputes arising out of or related to this Agreement, the parties consent to exclusive jurisdiction and venue in the state and Federal courts located in San Francisco, California. In any action to enforce this Agreement the prevailing party will be entitled to costs and attorneys' fees.

10. Export Controls. Each party represents that it is not named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities, and Customer will not access or use the EA Services and/or Software in any manner that would cause any party to violate any U.S. or international embargo, export control law, or prohibition.

11. General. The Agreement sets forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and, supersedes and merges all prior oral and written agreements, discussions and understandings between the parties, including any non-disclosure agreement(s), with respect to the subject matter hereof. Any amendment to the Agreement must be in writing and signed by the authorized representatives of the parties. Except for payment obligations, each party will be excused from performance of its obligations under the Agreement if such a failure to perform results from acts beyond its reasonable control. Customer may not assign this Agreement, by merger (including operation of law), transfer of equity, other change of control or otherwise, and any attempt to do so is null, void and of no effect. All legal notices required under the Agreement will be in writing and sent by express mail or other overnight delivery service



providing receipt of delivery to the address set forth in the Order Form, with notice effective upon delivery. The parties hereto are independent contractors. Nothing in the Agreement will be deemed to create an agency, employment, partnership, fiduciary, or joint venture relationship between the parties. No waiver under the Agreement will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any delay or forbearance by either party in exercising any right hereunder will not be deemed a waiver of that right. If any portion of the Agreement is held invalid, illegal or unenforceable, such determination will not impair the enforceability of the remaining terms and provisions herein.

12. Definitions.

12.1. "Affiliates" means, with respect to Okta or Customer, any entity that directly or indirectly controls, is controlled by, or is under common control with Okta or Customer, respectively. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

12.2. "Customer Data" means all electronic data submitted by or on behalf of Customer to the Service.

12.3. "Documentation" means Okta's user guides and other end user documentation for the applicable EA Services available on the online help feature of the EA Services, as may be updated by Okta from time to time including without limitation the materials available at <https://support.okta.com>, and the 'Trust and Compliance' Documentation available at <https://www.okta.com/trustandcompliance>.

12.4. "Order Form" means an ordering document provided to Customer that specifies the products or services purchased by Customer or any of their Affiliates under the Agreement, including any product specific terms, supplements or addenda thereto. Order Forms do not include the terms of any preprinted terms on a Customer purchase order or other terms on a purchase order that are additional or inconsistent with the terms of the Agreement.