

## Okta Consumer Products Terms

*Last Updated: February 15, 2022*

These Okta Consumer Products Terms (the “**Terms**”) are a binding agreement between you (“**You**” or “**Your**”) and Okta, Inc. (“**Okta**” or “**We**”), which governs Your access and use of Okta Consumer Products, whether accessed through a web browser or plug in, desktop client, or mobile application (the “**Okta Consumer Products**”).

**Please read these Terms carefully. IF YOU DO NOT AGREE TO (OR CANNOT COMPLY WITH) THESE TERMS, YOU MAY NOT USE OR ACCESS THE OKTA CONSUMER PRODUCTS AND YOU SHOULD NOT DOWNLOAD OR INSTALL IT (AND YOU SHOULD DELETE IT FROM YOUR DEVICES IF IT IS ALREADY DOWNLOADED OR INSTALLED). Okta reserves the right in its sole discretion to modify, suspend, or discontinue these Terms or the Okta Consumer Products (or any portion thereof) with or without notice and without liability.**

**1. Use of the Okta Consumer Products.** You must be 13 years or older and legally permitted to enter into these Terms with Okta. If You are 13 or older and younger than 18 (or the age of majority in Your state or country of residence), You may access or use the Okta Consumer Products only if You have Your parent’s or legal guardian’s prior permission, and such access or use will and hereby does constitute acknowledgment and acceptance by such parent or legal guardian of these Terms and full responsibility for such access and use.

**2. Registration.** When you register as a user of the Okta Consumer Products (a “**Registered User**”), Your access to the Okta Consumer Products will be limited to the areas of the Okta Consumer Products generally available to all users and You will not be able to access all features and functionality of the Okta Consumer Products. In connection with being a Registered User, You must submit certain information about Yourself (“**Registration Information**”), and You hereby authorize Okta to process such Registration Information as described in its Privacy Policy.

**3. Your Account.** If You are approved as a Registered User, You will be asked to create a password-protected account to access the Okta Consumer Products available to Registered Users (an “**Account**”), which will also include a user ID to identify Your account.

When you create an Account, you agree:

- To keep Your Account information and password confidential.
- To notify Okta immediately of any actual or suspected unauthorized use of Your Account.
- To use your account solely for Your personal and non-commercial use.
- To not sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer Your Account or the right to access Your Account to any third party.
- To be solely responsible for all activities that occur through Your Account.
- To provide only true, accurate, current, and complete Registration Information and always keep it up-to-date.
- To not: (1) select or use a user ID (which may be an email address) of another person with the intent to impersonate that person; (2) use a user ID in which another person has rights without such person’s authorization.

Okta will not be responsible for any loss to You caused by Your failure to comply with any of the foregoing rules. Any failure to comply with the foregoing rules shall constitute a breach of these Terms, which may result in suspension or immediate termination of Your Account, at Okta’s discretion.

**4. Purchases.** While the Okta Consumer Products are currently free for all users, You may be offered the opportunity to purchase, subscribe to or otherwise obtain products or services accessible or made available through the Okta Consumer Products or some features may only be available based on a subscription purchased by you or a third party. Unless otherwise indicated in the Okta Consumer Products, purchases or subscriptions made by You through the Okta Consumer Products cannot be exchanged and are non-refundable. Purchases made through the Okta Consumer

Products may be subject to additional fees or charges which are also non-refundable. All information that You provide in connection with a purchase or other transaction through the Okta Consumer Products must be accurate, complete and current. You authorize Okta (or a company chosen to act on behalf of Okta) to charge the credit card, debit card, mobile services account, or other payment method provided in connection with any such transaction and will pay all charges incurred in connection with any such transaction.

**5. Term and Termination.** These Terms will be effective on the date You first use or access the Okta Consumer Products and will continue until terminated. Okta may terminate these Terms, and Your access to the Okta Consumer Products, immediately, for any reason or no reason, with or without notice to You. You may terminate these Terms by deleting the Okta Consumer Products and ceasing use and access, provided that if you re-download or re-commence use or access of the Okta Consumer Products, these Terms will re-apply. Okta may also suspend Your use of the Okta Consumer Products with or without notice to You and with or without cause. Upon any termination of these Terms, all rights granted to You and all benefits accrued by You under these Terms will cease. If You are a Registered User, Your Account will be closed, and You must promptly discontinue all use of the Okta Consumer Products. The terms and conditions of these Terms which by their nature should survive termination of these Terms shall survive any termination of these Terms.

**6. Ownership.** You acknowledge and agree that (a) the Okta Consumer Products are licensed to You as provided in these Terms and are not sold, (b) You do not acquire any ownership interest in the Okta Consumer Products or any of the Content, and (c) all use of the Okta Consumer Products is in accordance with the license rights granted herein and subject to all terms, conditions and restrictions in these Terms. Okta and its affiliates and, to the extent applicable, its and their licensors and service providers reserve and retain their entire right, title, and interest in and to the Okta Consumer Products and all intellectual property rights (including, as applicable and without limitation, copyrights, trademarks, patents (and patent applications), trade secrets and other proprietary and intellectual property rights) related thereto. For the avoidance of doubt, all trademarks, trade names, service marks and names, logos, banners, and page headers displayed in, on, or through the Okta Consumer Products (collectively, the “**Marks**”) are the property of Okta and its affiliates. Except as expressly set forth in these Terms, You may not display, link to, or otherwise use the Marks without the prior written permission of Okta. You agree that all goodwill that arises in connection with Your use of Marks inures exclusively to Okta, and You agree not to challenge Okta’s ownership or control of any Marks, nor use or adopt any trademarks that might be confusingly similar to any Marks.

**7. Usage Rights.** Okta grants You only a personal, limited, revocable, non-exclusive, non-sublicensable, non-transferable right for the term of these Terms to access and use the Okta Consumer Products in accordance with these Terms and solely for Your own personal and non-commercial purposes. Except as expressly set forth in the foregoing sentence, You are not granted any licenses or rights, whether by implication, estoppel, or otherwise, in or to any Okta Consumer Products or any intellectual property rights therein or related thereto (or to any Content), and You may not modify, copy or reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit any portion of the Okta Consumer Products (or Content) without the prior written permission of Okta. For software distributed under a third-party license (referred to as “**Third-Party Software**”), Your use of the Third-Party Software will be governed by the applicable third-party license. In the event of an express conflict between a third-party license and these Terms, such third-party license shall control solely with respect to the specific Third-Party Software.

**8. Content.** As between You and Okta, the text, files, images, graphics, illustrations, information, data, audio, video, photographs, advertising, and other content and materials comprising, available on or provided from or through the Okta Consumer Products, and all Intellectual Property Rights related to the foregoing (collectively, “**Content**”) are owned exclusively by Okta. For the avoidance of doubt, User Content which You upload to the Okta Consumer Products is not Content.

**9. User Content.** The Okta Consumer Products may include features and functionality which permit You to provide, transmit, upload, or otherwise make available content to or through the Okta Consumer Products (“**User Content**”). You agree not to upload or provide any User Content that: (a) libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy or includes any offensive comments; (b) infringes, misappropriates, or otherwise violates any intellectual property rights of any third party; (c) is illegal or violent or advocates or promotes illegal or violent activities; (d) or is otherwise in violation of these Terms. You represent and warrant to Okta and its affiliates

that You own all right, title, and interest in and to any User Content that You provide or upload to the Site or through the Okta Consumer Products, or that You have sufficient rights to grant Okta the rights discussed in these Terms. By providing or uploading any User Content to the Okta Consumer Products, You hereby grant Okta a non-exclusive, royalty-free, perpetual, irrevocable, fully transferable and fully sublicensable right to use, copy, store, reproduce, modify, display, adapt, publish, translate, create derivative works from and distribute such User Content for any purpose whatsoever, throughout the world, in any form, media, software, or technology of any kind. In addition, You waive all moral rights in the User Content and warrant that all moral rights applicable to such User Content have been waived. You also grant Okta the right to use Your name (and Account name or information) in connection with the reproduction or distribution of such material. Okta has no obligation to monitor or enforce any intellectual property rights that may be associated with Your User Content. Okta has no obligation to accept, display, review, monitor, or maintain any User Content. Okta does have the right to delete User Content from the Okta Consumer Products without notice for any reason at any time. Okta may move, re-format, edit, alter, distort, remove or refuse to exploit User Content without notice to You and without liability; provided, however, that Okta reserves the right to treat User Content as content stored at the direction of users. You agree and acknowledge that You do not rely on Okta to monitor or edit the Okta Consumer Products or any Content therein and that the Okta Consumer Products may contain Content (including User Content) which You find offensive, and You hereby waive any objections or claims You might have with respect to such Content. In addition, all comments, feedback, suggestions, ideas, and other submissions (“**Feedback**”) disclosed, submitted, or offered to Okta in connection with the use of the Okta Consumer Products shall be considered gratuitous, unsolicited and without restriction, and will not place Okta under any obligation to You, and You hereby grant Okta a non-exclusive, royalty-free, perpetual, irrevocable, fully transferable and fully sublicensable right to use, copy, store, reproduce, modify, display, adapt, publish, translate, create derivative works from and distribute such Feedback for any purpose whatsoever, throughout the world, in any form, media, software, or technology of any kind, without restriction and without compensation to You.

**10. Conduct.** You will not and will not permit any third party to:

- use the Okta Consumer Products in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Okta Consumer Products or any infrastructure related to the Okta Consumer Products;
- use the Okta Consumer Products for any commercial purpose; provided that linking or importing the applications you use within Your Okta account provided to You by another entity is permitted, subject to the permissions granted by a third party Customer administrator of Your enterprise account;
- use automated scripts to collect information from or otherwise interact with the Okta Consumer Products;
- use the Okta Consumer Products to intimidate or harass any other people or entities;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or method of operation of any of the Okta Consumer Products;
- remove, bypass or circumvent any electronic protection measures of, or related to, the Okta Consumer Products;
- remove, alter, or obscure any copyright or other proprietary rights notices included in any of the Okta Consumer Products;
- upload to the Okta Consumer Products, or otherwise provide to Okta any code or device capable of or intended to interrupt, harm or damage the Okta Consumer Products or the provision thereof;
- reveal any personal information about another individual that You do not have rights to do, including another person’s address, phone number, e-mail address, credit card number, birth date, driver’s license, Social Security, or passport number, or any information that may be used to identify, track, contact or impersonate that individual;
- attempt to impersonate any other person;
- create user accounts by automated means or under false pretenses or mislead others as to the origins of Your communications;
- trick, defraud or mislead Okta and other users, especially in any attempt to learn sensitive account information such as passwords;
- make improper use of Okta’s support services or submit false reports of abuse or misconduct;
- disparage, tarnish, or otherwise harm Okta, any of its affiliates or any Okta property;

- violate these Terms, the terms of any Third-Party Service, or any third-party license, or any local, state, federal or international law, rule or regulation or any other requirements or restrictions posted by Okta on its website or in the application;
- except as may be the result of standard search engine or Internet browser usage, use, launch, develop or distribute any automated system, including, without limitation, any spider, robot (or “bot”), cheat utility, scraper or offline reader, that accesses the Okta Consumer Products, or use or launch any unauthorized script or other software;
- cover or obscure any notice, banner or advertisement in the Okta Consumer Products;
- disguise the source of Your User Content or other information You submit to the Okta Consumer Products or use tools which anonymize Your Internet protocol address (e.g., anonymous proxy) to access the Okta Consumer Products;
- interfere with or circumvent any security feature of any Okta Consumer Products or any feature that restricts or enforces limitations on use of or access any Okta Consumer Products; or
- sell or resell any Okta Consumer Products, user accounts or access to the Okta Consumer Products in exchange for real currency or items of monetary value.

**11. Copyright Infringement Claims.** Just as Okta requires users of the Okta Consumer Products to respect the copyrights and other intellectual property rights of Okta, its affiliates, and other third parties, Okta respects the copyrights and other intellectual property rights of users of the Okta Consumer Products and other third parties. In accordance with the Digital Millennium Copyright Act (DMCA), if You believe in good faith that Your copyrighted work has been reproduced in the Okta Consumer Products without authorization in a way that constitutes copyright infringement, You may notify Okta’s designated copyright infringement agent in accordance with Okta’s copyright infringement notification policy, available at: <https://www.okta.com/copyright/>.

**12 Disclaimer.** ACCESS TO AND USE OF THE OKTA CONSUMER PRODUCTS IS AT YOUR SOLE RISK, AND YOU ASSUME ALL SUCH RISK ARISING OUT OF YOUR ACCESS TO OR USE OF THE OKTA CONSUMER PRODUCTS). THE OKTA CONSUMER PRODUCTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) OKTA HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OKTA CONSUMER PRODUCTS, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT, TITLE OR QUIET ENJOYMENT, (B) OKTA MAKES NO WARRANTY THAT THE OKTA CONSUMER PRODUCTS WILL BE COMPLETE, ACCURATE, AVAILABLE, TIMELY, SECURE, RELIABLE, ERROR-FREE OR FREE FROM INTERRUPTIONS, CRASHES, DOWNTIME OR OTHER FAILURES, OR WILL MEET YOUR REQUIREMENTS, AND (C) UNDER NO CIRCUMSTANCES WILL OKTA, ANY OF ITS AFFILIATES OR ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR OKTA CONSUMER PRODUCTS ASSOCIATED WITH THE OKTA CONSUMER PRODUCTS, OR ANY OF THE RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSORS, LICENSEES OR REPRESENTATIVES OF ANY OF THE FOREGOING (COLLECTIVELY, THE “RELEASEES”) BE LIABLE IN ANY WAY FOR THE OKTA CONSUMER PRODUCTS, AND YOU ARE SOLELY RESPONSIBLE FOR ANY LIABILITY OR DAMAGE YOU INCUR THROUGH ACCESS TO OR USE OF THE OKTA CONSUMER PRODUCTS INCLUDING ANY LOSS, DISCLOSURE, OR OTHER USE OF YOUR ACCOUNT INFORMATION OR PASSWORDS STORED BY OR USED TO ACCESS THE OKTA CONSUMER PRODUCTS.

**13. Limitation; Waiver.** IN NO EVENT WILL ANY RELEASEE BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS, DATA, USE, AND GOODWILL AND OTHER INTANGIBLE LOSSES), WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, RESULTING FROM OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF (OR YOUR FAILURE TO GAIN ACCESS TO OR USE OF) THE OKTA CONSUMER PRODUCTS, EVEN IF OKTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. OKTA’S TOTAL AGGREGATE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ADDITIONAL TERMS IS LIMITED TO \$100.

**14. Indemnification.** You hereby agree to indemnify, defend, and hold harmless the Releasees from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from or arise out of (a) a breach or alleged breach by You of these Terms, (b) violation by You of any applicable law, rule or regulation, (c) any User Content or (d) Your access to or use of the Okta Consumer Products. Okta will provide You with notice of any such claim or allegation, and Okta will have the right to participate in the defense of any such claim at its expense.

**15. Consumer Privacy Policy.** Click [here](#) or direct Your web browser to <https://www.okta.com/privacy-policy> to view a copy of Okta's current privacy policy (the "**Privacy Policy**"), which is incorporated in these Terms by reference.

**16. Linked Sites and Okta Consumer Products.** The Okta Consumer Products may contain links to third-party sites or services that are not under the control of Okta (including through single sign on or the "Sign in with Okta" feature), and Okta is not responsible or liable for any such linked site or service (including any content therein). If You access a third-party site or service through the Okta Consumer Products, You do so at Your own risk. Okta provides links only as a convenience, and the inclusion of the link does not imply that Okta endorses or accepts any responsibility for the third-party site or service.

**17. Notices.** Except as expressly stated otherwise, any notices required or allowed under these Terms will be given to Okta by postal mail to Okta, Inc., ATTN: LEGAL, 100 First Street, Floor 6, San Francisco, CA 94105, USA. If applicable law requires that Okta accepts e-mail notices (but not otherwise), then You may send Okta an e-mail notice at [legal@okta.com](mailto:legal@okta.com).

**18. Third-Party Beneficiaries.** Okta's affiliates are intended third-party beneficiaries under these Terms with the right to enforce the provisions that directly concern the Okta Consumer Products or other Okta technologies to which they have rights.

**19. Assignment.** You may not assign, delegate or transfer these Terms or any of Your rights hereunder, and any attempt to do so will be null and void.

**20. Choice of Law, Jurisdiction, Venue and Class Action Waiver.** These Terms will be governed by the laws of the State of California, without giving effect to any conflict of laws principles that would require application of the laws of another jurisdiction or application of the Terms the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. You hereby irrevocably and unconditionally consent to the jurisdiction and venue in the state and federal courts sitting in San Francisco, California for any dispute arising in connection with these Terms. In any such dispute, the prevailing party will be entitled to recover its reasonable attorneys' fees and expenses from the other party. ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR OKTA WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. To the maximum extent permitted by law, You permanently and irrevocably waive the right to bring any claim in connection with these Terms in any forum unless You provide Okta with written notice of the events or facts giving rise to the claim within one (1) year of their occurrence.

**21. International Users.** The Okta Consumer Products are operated out of the United States of America and User Content may be stored and processed internationally. Okta does not represent that Content presented in the Okta Consumer Products is appropriate (or, in some case, available) for use in locations outside of the United States [or other jurisdictions where there is an applicable Regional Supplement]. If You access any the Okta Consumer Products from a jurisdiction other than the United States, You agree that You do so on Your own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable to Your use of the Okta Consumer Products. The information provided in the Okta Consumer Products is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Okta to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Okta Consumer Products from locations outside of the United States do so on their

own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. Software may be subject to United States export controls. Thus, no software or applications that are part of the Okta Consumer Products may be downloaded, exported or re-exported (1) into (or to a national or resident of) Iraq, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; (2) any country sanctioned by the Office of Foreign Assets Control including, but not limited to, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine and Sudan or (3) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software or applications in connection with the Okta Consumer Products or otherwise accessing the Okta Consumer Products, You represent and warrant that You are not located in, under the control of, or a national or resident of, any such country or on any such list.

**22. Third Party Platform and Store Terms and Policies.** If and to the extent the Apple App Store and/or the Google Play Store or other relevant third-party store or platform modify their rules for downloading or using mobile applications including the Okta Consumer Products, Okta shall not be responsible or liable for any such modifications, including any that vary from this Terms. Certain products, services, content, or functionality provided through the Okta Consumer Products (or otherwise provided by Okta) may include products, platforms, content, functionality or software provided by Google Inc. ("**Google**"). By using such Google-provided materials, You hereby agree to be bound by Google's Terms of Use located at <https://www.google.com/intl/en/policies/terms/>. In addition, Your use of software in connection with the Android version of the mobile application for the Okta Consumer Products is further subject to certain third-party licenses, which license and source code can be found at <http://source.android.com/source/licenses.html>, to which You hereby agree to be bound. The mobile application for the Okta Consumer Products which is downloaded to an Apple product uses the iOS software development kit from Apple, Inc. ("**Apple**"), but Okta is solely responsible for such mobile applications and the content thereof. By using or accessing the applications via an Apple product, You acknowledge and agree that these Terms are between You and Okta and not with Apple. Furthermore, Your access or use of the Okta applications on an Apple product is limited to Apple products You own or control and as permitted by the usage rules set forth in the App Store Terms of Service. Okta is responsible for addressing any claims You may have related to the use and/or possession of an Okta application, including, but not limited to: (a) product liability claims; (b) any claim that an Okta application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for any third-party claim that an Okta application, or Your possession and use of an Okta application, infringes a third party's intellectual property rights You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms but only to the extent it relates to an Okta application used on an Apple product, and Apple has the right (and will be deemed to have accepted the right) to enforce these Terms against You as a third-party beneficiary thereof.

**23. Miscellaneous.** These Terms sets forth the entire understanding of the parties with respect to the subject matter hereof and supersede any and all prior oral and written terms or understandings between the parties regarding such subject matter. The waiver by either party of a breach of any provision of these Terms will not operate or be interpreted as a waiver of any other or subsequent breach. If for any reason any provision of these Terms shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. Okta reserves the right, at any time and without notice, to add to, change, update, or modify the Okta Consumer Products or these Terms, simply by posting such addition, change, update, or modification on the Okta Consumer Products. If Okta makes material changes to the terms, Okta will provide You with prominent notice as appropriate under the circumstances, either by displaying a prominent notice within the Okta Consumer Products, requesting your consent to such changes when You access the Okta Consumer Products, or by sending an e-mail to Your Account's registered e-mail address. You are responsible for monitoring the Okta Consumer Products for such changes. Any such addition, change, update, or modification will be effective immediately upon posting on the Site, providing it through the Okta Consumer Products, or your consent thereto (as applicable). Your continued use of the Okta Consumer Products following posting or providing of any such addition, change, update, or modification will constitute Your consent to be bound by the addition, change, update, or modification. If You do not agree to be bound by the addition, change, update, or modification, You cannot use the Okta Consumer Products and you must immediately cease all use and access of the Okta Consumer Products.

**24. Notices to California Consumers.** Under California Civil Code Section 1789.3, California users of the Okta Consumer Products are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

**25. Beta Terms.** Okta may test various consumer products (each, “**Beta Product**”). You agree that these Beta Terms are separate and independent agreements for each such separate Beta Product that you may test. In the event You use a Beta Product version of the Okta Consumer Products, the following terms apply:

**a. Beta Test Participation.** As the Beta Product is still in a testing phase, it will likely contain errors. In addition to the other disclaimers herein, you agree that the Beta Product is provided “AS IS” and “AS AVAILABLE.” You understand and agree that we may change, withdraw, terminate your access to, testing of and/or use of, or discontinue the Beta Product (or any portion thereof) at any time in our sole discretion, with or without notice to you. During the term of these Beta Terms, you will use commercially reasonable efforts to provide feedback, suggestions, comments, or ideas and report issues or problems related to your use of the Beta Product (collectively, “**feedback**”) on a reasonable basis or as otherwise agreed (such as via email). You agree not to share the feedback to any third party and assign to Okta all right, title, and interest in and to any feedback, without any right to compensation or any other obligation from Okta.

**b. Confidentiality.** “**Confidential Information**” means all information disclosed by Okta to you, or accessed or provided by you, relating to the Beta Product, including but not limited to, your use, your relationship with Okta, feedback, and any other information made available for Beta Testing, except to the extent made public by Okta. You agree to: (i) only use the Confidential Information as necessary to use or test the Beta Product; (ii) will maintain Confidential Information in strict confidence and use the same degree of care that you use to protect your own Confidential Information, which shall be at least reasonable care; and (iii) not disclose the Confidential information to any third party unless authorized under this Agreement and who are bound by written confidentiality obligations at least as protective as those set forth in this section (and be responsible for each such third party’s compliance and breach of any confidentiality terms herein). You agree to not make public any information related to the Beta Product without Okta’s prior written approval, which Okta may grant or withhold, in its sole discretion. This confidentiality provision supersedes any prior agreements between the parties solely with respect to Confidential Information exchanged under the terms of these Terms.

**c. Term.** With respect to each Beta Product, unless terminated earlier in accordance with the terms herein, the term of this section (Beta Terms) will begin on the Effective Date and continue until the earlier of: (i) date specified by Okta, in its sole discretion, (ii) the date in which Okta makes such Beta Product generally publicly available (at which point the Okta Consumer Products Terms shall apply); or (iii) the date at which Okta decides to discontinue the Beta Product. In the event of termination (except if the Beta Product becomes generally publicly available), you must cease use of the Beta Product upon termination.