



ORDER FORM SUPPLEMENT FOR OKTA VERIFY FOR WINDOWS

This is a legally binding agreement. Please read it carefully. By clicking "I Agree," or installing or using the Okta Verify for Windows software and/or any updates to such software provided by Okta, Inc. or its Affiliate(s) (the "Software"), you:

- agree to the following terms on behalf of the Okta customer with which you are employed, affiliated or associated (the "Customer"),
- represent that you have the authority to bind the Customer to these terms, and
- represent that you are an authorized User under the master subscription agreement between Okta and the Customer (the "Master Subscription Agreement").

If you do not have such authority, are not an authorized User, or do not agree to these terms, you may not install or use the Software. Microsoft may, at any time and without notice, restrict, interrupt or prevent use of the Software, or delete the Software from your or the Customer's device, or require Okta to do any of the foregoing, without entitling the Customer or you to any refund, credit or other compensation from Okta or any third party (including, but not limited to, Okta, Inc. or your network connectivity provider).

This Order Form Supplement was last updated on June 26, 2017. It is effective between the Customer and Okta as of the date you first download, install or use the Software, whichever is earliest.

1. THIS ORDER FORM SUPPLEMENT

This Order Form Supplement is a part of each order form by which the Customer ordered the Okta Verify for Windows service, or an Okta service incorporating the Okta Verify for Windows service (an "Order Form"). The Order Form and this Order Form Supplement are governed by the Master Subscription Agreement. This Order Form Supplement adjusts certain terms of the Master Subscription Agreement, solely with respect to the Software. Capitalized terms used but not defined in this Order Form Supplement have the meanings given to them in the Master Subscription Agreement.

2. THE SOFTWARE

The Software allows Okta customers to use the Okta Verify for Windows service from Supported Devices. A "Supported Device" is a combination of a mobile device running Windows software and a Windows software version(s) that is supported by the Software. The Software is provided by Okta as a component of the Okta service.

3. WHO YOU ARE CONTRACTING WITH

This Order Form Supplement is being entered into between the Okta entity named on the Order Form ("Okta") and the Customer. In this Order Form Supplement, the term "Okta" means that entity.

4. SOFTWARE LICENSE

The Software, including software embedded in the Software, is licensed, not sold, to the Customer by Okta only under the terms of the Master Subscription Agreement, the Order Form and this Order Form Supplement, and Okta reserves all rights not expressly granted to the Customer. This Software may include some third-party software; please see the Documentation for additional notices required by our licensors. The Customer or you own the media or device on which the Software is recorded or stored but Okta retains ownership of the Software itself.

5. PERMITTED LICENSE USES AND RESTRICTIONS

(a) This Order Form Supplement allows you, as an authorized User under the Master Subscription Agreement, to use the Software on any Supported Device (and, for the avoidance of doubt, you may download and run Okta Verify for Windows on up to five (5) Windows phone devices associated with your Microsoft account, without payment of any additional fees to Okta) and on no other devices.

(b) You may not distribute or make the Software available over a network where it could be used by multiple devices at the same time.



(c) With respect to updates to the Software that Okta may make available for download, this Order Form Supplement allows you to download such Software updates to update or restore the Software on any Supported Device.

(d) Except as and only to the extent permitted by applicable law, or by licensing terms governing use of open-sourced components included with the Software, neither you nor any other Customer personnel may copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Software or Software updates, or any part thereof. Any attempt to do so is a violation of the rights of Okta and its licensors. If you or any other Customer personnel violate this restriction, you or they, and the Customer, may be subject to prosecution and damages.

(e) Neither you nor the Customer may rent, lease, lend, redistribute or sublicense the Software. The Customer may, however, allow other authorized Users under the Master Subscription Agreement to use the Software in connection with a re-assignment of the Supported Device to another authorized User under the Master Subscription Agreement.

(f) The Software is available only for Supported Devices, and is not available for all devices. Please check www.okta.com or contact your Okta representative to determine whether a specific device-Windows software combination is supported by the Software.

(g) In addition to mobile applications offered by Okta (and for purposes of this section (g), "Okta" shall include any Affiliates of Okta, Inc.), Okta may offer platforms for the creation of third-party mobile applications. Third parties may obtain information from, or access data stored on, Users' mobile devices to provide services associated with any third-party mobile applications that Users download, install, use, or otherwise interact with over a Okta platform. Okta's mobile applications may also contain links or integrations to other mobile applications provided by third parties. Okta is not responsible for the security and privacy of data collected through third-party mobile applications or the privacy and security practices of the foregoing third parties.

(h) Without limiting the generality of anything herein, you acknowledge and agree that the Software may collect user or device data for the purposes of providing services or functions that are relevant to use of the Software.

6. TERM AND TERMINATION

Okta may terminate this Order Form Supplement at any time upon 30 days' notice to Customer without cause, or immediately upon notice to the Customer if any third party (including, but not limited to, Microsoft, or your network connectivity provider) restricts, prevents or ceases to authorize the installation or use of the Software on your Supported Device or over your network. In addition, this Order Form Supplement shall terminate immediately and automatically upon any termination or expiration of the Customer's subscription to the Okta Verify for Windows service. Upon any such termination or expiration, the Customer (including you) shall no longer be permitted to use the Software, and shall delete or destroy all copies of the Software in its (including your) possession. Termination or expiration of this Order Form Supplement shall not entitle the Customer to any refund, credit, or other compensation from Okta under the Master Subscription Agreement or any other agreement or from any third party.

7. SERVICE LEVEL AGREEMENT

Any service level agreement in effect between the Customer and Okta shall not apply to the Software.

8. ADDITIONAL TERMS RELEVANT TO MICROSOFT

(a) This Order Form Supplement constitutes an end user license agreement in lieu of any license grant provided by Microsoft to use the Software on a Supported Device. This Order Form Supplement is between the Customer and Okta only, and not with Microsoft. Okta is solely responsible for the Software.

(b) The Microsoft Store marketplace is owned and operated by Microsoft. Your use of the Microsoft Store is governed by a legal agreement between you and Microsoft consisting of the applicable terms of service and/or other terms made available to you by Microsoft.

(c) Okta is solely responsible for providing and Microsoft has no obligation to provide maintenance and support for the Software. Support requests, as well as questions, complaints or claims regarding the Software, may be directed to Okta Customer Support, which Users may contact by (i) logging a case by logging into the Service and submitting a support request as indicated within the applicable Okta service (ii) calling Okta customer support at either 1-800-219-0964 (for United States Customers); 0800 808 5574 (for United Kingdom Customers); 1 800 095 441 (for Australian Customers); 0800 914 949 (for French Customers); 0800 0224 471 (for Dutch Customers); 49800 723 4788 (for German Customers).

(d) To the maximum extent permitted by applicable law, Microsoft will have no warranty obligation whatsoever with respect to the Software, and will not be liable for any claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty. Okta shall not be required to provide a refund to you or to the Customer under any circumstances.

(e) Microsoft shall not be responsible for addressing any claims by you, the Customer or any third party relating to the Software or your or the Customer's possession and/or use of the Software, including but not limited to (i) product liability claims, (ii) any



claim that the Software fails to conform to any applicable legal or regulatory requirement, or (iii) claims arising under consumer protection or similar legislation.

(f) Microsoft shall not be responsible for the investigation, defense, settlement or discharge of any claim that the Software or your or the Customer's possession and use of the Software infringes a third party's intellectual property rights.

(g) The Customer or you represent and warrant that (i) the Software will not be downloaded or used in, or transported to, a country that is subject to a U.S. Government embargo or has been designated by the U.S. Government as a "terrorist-supporting" country, and (ii) neither you, the Customer nor any User is listed on any U.S. Government list of prohibited or restricted parties.

(h) Okta's address is 301 Brannan Street, San Francisco, California 94107, USA.

(i) Notwithstanding anything to the contrary in the Master Subscription Agreement, Microsoft and its subsidiaries are third-party beneficiaries of this Order Form Supplement, and have the right (and shall be deemed to have accepted the right) to enforce this Order Form Supplement against you and the Customer.

(j) Microsoft may collect certain usage statistics from the Microsoft Store and Supported Devices, including but not limited to, information on how the Microsoft Store and Supported Devices are being used. The data collected is examined in the aggregate to improve the Microsoft Store for users and developers and is maintained in accordance with Microsoft's Privacy Policy. To ensure the improvement of the Software, limited aggregate data may be available to Okta upon its written request.

9. MISCELLANEOUS

(a) Subject to third-party terms to which Okta may be subject, you understand and agree that the functionality of the Software may in some circumstances include the sending of push notifications to you on your Supported Device that are related to the operation of the Software, the underlying services, or other communications about Okta.

(b) To the extent you use the Software in connection with sending SMS messages or make cellular voice calls, you may be subject to standard text messaging rates or other carrier charges. Please indicate whether you agree to the terms of this Order Form Supplement.