



OKTA, INC.

## EARLY ACCESS SUBSCRIPTION AGREEMENT

This Early Access Subscription Agreement (this “Agreement”) is made and entered into by and between Okta, Inc. (“Okta”), a Delaware corporation with its offices at 100 First Street, San Francisco, CA 94105, and your organization (“Customer”), as of the Effective Date (as defined below). The individual accepting this Agreement on behalf of Customer represents that they have the authority to bind Customer to this Agreement. If the individual does not have such authority, or if the individual does not agree with the terms and conditions of this Agreement, such individual must not accept this Agreement and may not use the Service. Customer and Okta hereby agree as follows:

### 1. Service.

1.1. Okta’s Obligations. Okta shall make the Service available to Customer pursuant to this Agreement and the applicable Order Form during the Term, and grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable right during the Term to allow its Users to access and use the Service in accordance with the Documentation, solely for Customer’s internal business purposes. Customer agrees that its purchase of the Service is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Okta with respect to future functionality or features. Okta will comply with all Laws applicable to its provision of the Service. Okta reserves the right to modify or improve portions of the Service at its absolute discretion so long as Customer’s access and use of the Service is not materially adversely affected.

### 1.2. Customer’s Obligations.

a) Customer is responsible for all activities conducted under its and its Users’ logins to the Service. Customer shall use the Service in compliance with this Agreement, the applicable Order Forms, Documentation, and all applicable Laws and shall not: (i) copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Service, or any part thereof, or make it available to anyone other than its Users; (ii) send or store in the Service any personal health information, credit card data, personal financial data or 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 or other legal or regulatory compliance requirements; (iii) send or store infringing or unlawful material in connection with the Service; (iv) send or store Malicious Code to the Service; (v) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Service or the data contained therein; (vi) modify, copy or create derivative works based on the Service, or any portion thereof; (vii) access the Service for the purpose of building a competitive product or service or copying its features or user interface; (viii) delete, alter, add to or fail to reproduce in and on the Service the name of Okta and any copyright or other notices appearing in or on the Service or which may be required by Okta at any time. All the limitations and restrictions on use of the Service in this Agreement will also apply to any software and Documentation that is part of or provided through the Service (together with the Service and Confidential Information (defined below), collectively, the “Okta Materials”).

b) Any use of the Service in breach of this Agreement, Documentation or Order Forms by Customer or Users that in Okta’s judgment threatens the security, integrity or availability of the Service may result in Okta’s immediate suspension of Customer’s access to the Service; however, Okta will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

1.3. Professional Services. To the extent that Okta offers professional services for the Service, Okta will provide the Professional Services to Customer pursuant to a statement of work.

2. Purchasing Through an Okta Partner. This Agreement specifies the terms and conditions under which the Service will be provisioned by Okta to Customer, whether purchased directly through Okta or indirectly through a Partner. Purchases through a Partner will be placed through a separate agreement or ordering document between Customer and an Okta Partner (the “Partner Sales Agreement”) which shall address, as between Customer and Partner, any terms and conditions relating to the quantity of Services purchased, fees, payment (including any applicable refunds), taxes, and renewals. The Partner Sales Agreement is between Customer and the Okta Partner and is not binding on Okta, and any disputes related to the Partner Sales Agreement shall be handled directly between Customer and the Okta Partner. In the event of any conflict between this Agreement and a Partner Sales Agreement, this Agreement shall govern as between Okta and Customer.

### 3. Security, Support and Certifications.



3.1. Security. The Service may employ lesser or different privacy and security measures than those present in the generally-available products and services subscribed to by Customer under an Order Form and made available online by Okta, including associated Okta offline or mobile components.

3.2. Support Services. Since the Service is provided “as-is”, Okta may not provide any support for the Service.

3.3. Certifications. The Service may not fall within scope of Okta’s certifications and third-party audits, including, without limitation the EU Cloud of Conduct, Asia-Pacific Economic Cooperation (APEC) Privacy Recognition for Processors, ISO certifications, annual SOC 2 Type II audits, and has not been reviewed against NIST guidance.

4. Confidentiality. Customer will: (i) hold in strict confidence all Confidential Information; (ii) use the Confidential Information only to perform or to exercise its rights under this 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 this 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 and Feedback.

5.1. Customer Data. 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 Service in accordance with this 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 Ownership of the Service. Except for the rights expressly granted under this Agreement, Okta and its licensors retain all right, title, and interest in and to the Service and Documentation, including all related intellectual property rights inherent therein. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement. 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.

5.3. Feedback. Okta shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into its products and services any Feedback. Okta shall have no obligation to use Feedback, and Customer shall have no obligation to provide Feedback.

6. Fees, Expenses, and Taxes.

6.1. Fees. Customer agrees to pay Okta all fees set forth in the applicable Order Form (“Fees”) in accordance with this Agreement and the Order Form. If not otherwise specified on an Order Form, all such Fees (except Fees subject to a good faith dispute) will be due within thirty (30) days of the invoice date. Except as otherwise specifically provided in this Agreement, all Fees paid and payable to Okta hereunder are non-cancelable and non-refundable. If Customer fails to pay any Fees due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of Law, (i) Okta reserves the right to suspend the Service 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-

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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.

6.2. 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.

7. Warranties and Disclaimer.

7.1. Warranties.

a) Service. Customer represents and warrants that: (i) it has the full corporate power and authority to enter into this Agreement and perform its obligations hereunder; (ii) it has the necessary rights to enter into this Agreement and perform its obligations hereunder; (iii) this 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 Laws in the course of performing its obligations and exercising its rights under this Agreement; and (v) any Customer Data provided to Okta or otherwise used by either party in connection with this Agreement will not infringe, misappropriate or otherwise violate any right of any third party.

7.2. Disclaimer. THE SERVICE, ANY 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 SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THE SERVICE. OKTA DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS OR IN A SECURE MANNER. THE SERVICE 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 SERVICES MAY CONTAIN INDEPENDENT THIRD-PARTY PRODUCTS AND RELY ON THEM TO PERFORM CERTAIN FUNCTIONALITY IN CONNECTION WITH THE SERVICE. 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. OKTA MAKES NO WARRANTY REGARDING ANY NON-OKTA APPLICATION WITH WHICH THE SERVICE MAY INTEROPERATE.

8. Limitation of Liability.

8.1. Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES TO OKTA OR TO AN OKTA PARTNER HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12)-MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION SHALL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND CUSTOMER'S AFFILIATES' PAYMENT OBLIGATIONS UNDER THE 'FEES' SECTION ABOVE AND WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

8.2. Excluded Damages. IN NO EVENT WILL EITHER PARTY (OR OKTA'S THIRD PARTY LICENSORS) BE RESPONSIBLE OR LIABLE 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, LOST PROFITS OR REVENUES, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING EXCLUSIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.



9. Indemnification.

9.1. Subject to Section 9.2, Customer will defend Okta from any and all Claims brought against Okta 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.

9.2. Indemnity Requirements. Okta must give the 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 the 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 the Customer does not include an admission of liability by Okta.

10. Customer Mention. Okta may, upon Customer's prior written consent, use Customer's name to identify Customer as an Okta customer of the Service, including on Okta's public website. Okta agrees that any such use shall be subject to Okta complying with any written guidelines that Customer may deliver to Okta regarding the use of its name and shall not be deemed Customer's endorsement of the Service.

11. Term, Termination, and Effect of Termination.

11.1. Term. The term of this Agreement commences on the Effective Date and continues until the stated term in the applicable Order Form for the Service has expired or has otherwise been terminated. Subscription to the Service commence on the subscription start date and are for the Term as set forth in the applicable Order Form.

11.2. Termination. Either party may terminate this Agreement by written notice to the other party (i) in the event the other party materially breaches this 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 11.2, Okta will refund Customer a pro-rata portion of any prepaid fees that cover the remainder of the applicable Term after the effective date of termination

11.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, any fees, expenses and other amounts accrued and owed to Okta prior to termination or expiration of this Agreement will be immediately due and payable and all rights and subscriptions granted to Customer (including all Order Forms) for the Service will immediately terminate and Customer will immediately cease using the Service and Okta Confidential Information and will immediately return or, if instructed by Okta, destroy all Okta Confidential Information in Customer's possession. 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 and within a commercially-reasonable time frame. Termination for any reason other than termination for cause by Customer pursuant to Section 11.2(i) shall not relieve Customer of the obligation to pay all future amounts due under all Order Forms. The sections titled "Definitions," "Confidentiality," "Ownership and Feedback," "Fees, Expenses, and Taxes," "Disclaimer," "Limitation of Liability," "Indemnification," "Term, Termination, and Effect of Termination," and "General" shall survive any termination or expiration of this Agreement.

12. General

12.1. Assignment. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Customer or Okta without the other party's prior written consent, and any such attempted assignment or transfer shall be void and without effect. Notwithstanding the foregoing, Okta may freely assign this Agreement in its entirety (including all Order Forms), upon notice and without the consent of the Customer, to its successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

12.2. Controlling Law, Attorneys' Fees and Severability. 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 reasonable costs and attorneys' fees. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.



12.3. Notices. All legal notices shall be in writing and effective upon: (i) personal delivery, (ii) one (1) business day after deposit with a recognized overnight courier for U.S. deliveries (or three (3) business days for international deliveries), or (iii) the day of sending by email (except for notices of termination and indemnifiable Claims), if to Okta then to "legal@okta.com", or if to Customer then to the email address on the applicable Order Form or the Service system administrator designated by Customer, with the words "Legal Notice" in the subject line. Billing-related notices to Customer may be provided by email to the relevant billing contact designated by Customer.

12.4. Force Majeure. If the performance of this Agreement or any obligation hereunder (other than obligations of payment) is prevented or restricted by reasons beyond the reasonable control of a party including but not limited to computer related attacks, hacking, or acts of terrorism (a "Force Majeure Event"), the party so affected shall be excused from such performance and liability to the extent of such prevention or restriction.

12.5. Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein shall constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose. There are no third-party beneficiaries under this Agreement.

12.6. Export Compliance. 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 permit any User to access or use the Service in any manner that would cause any party to violate any U.S. or international embargo, export control law, or prohibition.

12.7. U.S. Federal Government End Use Provisions. The Service, including any software or technology provided hereunder for ultimate federal government end use, or that are otherwise subject to the Federal Acquisition Regulations (FAR), are "Commercial Items" as defined in 48 C.F.R. 2.101 and are being provided as commercial computer software and commercial computer software documentation subject to restricted rights described in 48 C.F.R. 2.101, 12.211 and 12.212. If such items are acquired by or on behalf of any agency within the Department of Defense ("DOD"), then they are subject to the terms of the Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors. This Section 12.7 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data. If a government agency needs additional rights beyond those customarily given by Okta to the public, Customer must negotiate with Okta a mutually acceptable written addendum to this Agreement specifically granting those rights.

12.8. Anti-Corruption. Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Okta's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Okta.

12.9. Entire Agreement. This Agreement, together with the applicable Order Form(s) between Okta and Customer, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all prior or contemporaneous written or oral agreements existing between the parties hereto, including any non-disclosure agreement(s), and related to the subject matter hereof are expressly superseded hereby. The parties agree that any term or condition stated in Customer's purchase order or in any other Customer's order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form between Okta and Customer, (2) this Agreement, and (3) the Documentation. No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties hereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

### 13. Definitions.

13.1. "Affiliate" 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.

13.2. "Claims" mean any third-party claims, demands, suits or proceedings.



13.3. “Confidential Information” means (a) the Service, Documentation, and the terms and conditions of this Agreement and all Order Forms including pricing; (b) any information disclosed by Okta to Customer or Users; and (c) Okta’s technical and business information (including but not limited to hardware, software, designs, specifications, techniques, processes, procedures, research, development, projects, products or services, business and marketing plans or opportunities, finances, vendors, penetration test results and other security information, defect and support information and metrics, and third party audit reports and attestations) that is designated by Okta as confidential or the Customer should reasonably know is confidential given the nature of the information and circumstances of disclosure.

13.4. “Customer Data” means all electronic data submitted by or on behalf of Customer to the Service.

13.5. “Documentation” means Okta’s user guides and other end user documentation for the applicable Service made available to Customer offline and/or online, including without limitation, as may be updated by Okta from time to time, the help feature of the Service, the materials available at <https://support.okta.com>, and the ‘Trust and Compliance’ Documentation available at <https://www.okta.com/trustandcompliance>.

13.6. “Effective Date” means the earlier of the last date this Agreement is executed or the first date of Customer’s access or use of the Service in any manner, as applicable.

13.7. “Feedback” means suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the features, functionality or operation of the Service.

13.8. “Laws” means any local, state, or national law, treaties and/or regulations applicable to a respective party.

13.9. “Malicious Code” means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

13.10. “Non-Okta Application” means a web-based, offline, mobile, or other software application functionality that is provided by Customer or a third party and interoperates with a Service.

13.11. “Okta Partner” means authorized reseller, distributor or other partner of Okta.

13.12. “Order Form” means an ordering document provided to Customer (directly by Okta or indirectly by an Okta Partner in connection with a Partner Sales Agreement) that specifies the Services purchased by Customer or any of its Affiliates under this 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 this Agreement.

13.13. “Service” means the products and services subscribed to by Customer under an Order Form and made available in “early access,” “limited early access,” “early adopter,” “limited early adopter,” “limited release,” “limited access,” “early access release program,” “limited early access release program,” or by a similar designation by Okta, including associated Okta offline or mobile components, as described in the Documentation. “Service” excludes any support services, training services, and Non-Okta Applications.

13.14. “Term” means the term of each subscription to the Service as specified in the applicable Order Form.

13.15. “Users” means individuals (including non-human devices, such as applications or services) who are authorized by Customer to use the Service, for whom a subscription to the Service has been procured. Users may include, for example, Customer’s and its Affiliates’ employees, consultants, clients, external users, contractors, agents, and third parties with which Customer does business.