



GCloud Services Terms and Conditions

Between

Somerford Associates Limited

AND

XXXXXXX (Client)

Dated xx/xx/xx

Introduction

This time and materials Services Agreement ("Agreement") is between Somerford Associates ("Somerford") and xxxxxxxxxxxxxxxx ("Customer"). This Agreement defines the scope of the services ("Services") that Somerford Associates will provide to the Customer.

Project Summary

To be completed for each project

Project Conditions

- Services are performed on a "time and materials" basis. The cost set out in this Agreement is a "not to exceed" amount. Should any items require additional time to complete then an additional Agreement will be agreed by both parties.
- The Customer will provide remote access via WebEx, MS Teams or another comparable remote access solution to the Somerford Engineer in order to facilitate the delivery of offsite Services and/or troubleshooting as required.
- Every effort has been made to account for whether a particular service will be delivered offsite or onsite. However, in certain circumstances, services previously designated as "onsite" may be performed remotely (offsite) and in such case no credit for the difference in the fees associated with these different "day types" will be provided to the Customer.
- If after six months from the date of the Effective Date there remain unused/undelivered days of services, the Customer will contact Somerford Associates to discuss scheduling services for those days. Unless otherwise agreed in writing, any unused and unscheduled days of services will expire one year from the date of the signing of this SOW, at which point Somerford Associates will be under no obligation to perform any additional services under this SOW. No credit/refund of unused service days will be provided.

Requirements

Please itemise each requirement, providing a name and description for each individual work item.

Work Item Name	Work Item Description

Contacts

	Name	Email	Phone
Somerford Commercial			
Somerford Technical			
Client Management			
Client Technical			

Client Responsibilities

The work will be performed under the scope as defined in this Agreement. The Agreement is subject to the following assumptions:

The client

- will provide access to equipment and personnel (including technical resources) necessary to complete the project. These resources will be provided when they are needed in order to avoid project delays.
- will appoint a single point of contact for the duration of the project. This person will have project management responsibilities, be technically astute and familiar with change request processes as well as have the authority to expedite if necessary.
- must provide Somerford a one (1) week notice for any cancellation or change of scheduled services or they will be charged for the originally scheduled time and any applicable travel change fees.
- will provide Somerford with access to the required servers and software to complete the Agreement requirements.
- will provide the Somerford consultant(s) with either access to the Internet or access to a computer with access to the Internet as required.
- prior to the testing phase, the Customer is responsible for producing the necessary testing scenarios.
- will either provide Somerford with a client contact that has the proper administrative access to all applications and servers and will have the ability to reboot servers as necessary within twenty-four (24) hours of request or will provide Somerford with this capability.
- will ensure all systems meet the minimum system requirements.
- will ensure all systems and applications that are part of the SOW must be on supported platforms.

Amendment to the Scope

During the performance of the engagement, certain issues may arise that effectively prevent the completion of the work outlined in this Agreement within the planned time frame, such as, but not limited to, hardware or network failures or outages in the Client's environment, problems with the Client's in-house or third-party software, or the unavailability of key Client personnel. If this situation occurs, the designated Somerford Consultant will work with the Client to identify and document the scope change, its impact on the project approach, timing, fees, resources, and the quality of project results. Somerford will document this and any change in scope must be agreed to in writing prior to Somerford reengaging on the project and will require the signature of both

Somerford and the Client. Any other problems, disputes or issues arising during this engagement should be communicated as soon as possible after identification to the designated Somerford Consultant for resolution.

Fees

Somerford professional services rates are as per the G-Cloud 15 price list. All prices are quoted exclusive of VAT

Payment

Invoices are to be paid within 30 days from the invoice date.

Duration

Somerford estimates that the Agreement will require the following number of professional services days to complete.

Quote

x days of professional services * £x's

Data Processing

Subject Matter of Processing

Personal and Commercially sensitive Data relating to [ADD DETAILS] which Somerford may process in carrying out its legitimate business interests and obligations under this SoW.

Duration of Processing

For the later of Somerford's fulfilment of its obligations to the Customer or termination of this SoW.

Nature of Processing

Collection, and such organisation, adaptation, storage, retrieval, consultation, use, disclosure, making available, restriction, erasure and destruction as is necessary for the fulfilment of this SoW.

Purpose

Carrying out Somerford's legitimate business interests and obligations to the Customer pursuant to this SoW.

Data Subject Types

Customer employees, economic and financial documents, system logs or data provided in confidence by customers for the fulfilment of this SoW.



OKTA, INC.

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this “Agreement”) is entered into between Okta Inc. (“Okta”) 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 and/or any Free Trial.

1. **Definitions.** As used in this Agreement, the following terms have the respective meanings set forth below.

1.1 “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 the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. With regard to government Customers, Affiliates may also include any government entity expressly authorized by Laws applicable to such Customer to make purchases pursuant to, under, or leveraging contracts let, held, or otherwise entered into by Customer, including but not limited to the following:

a) Any government agency, department, office, instrumentality, division, unit or other entity that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer; or

b) Any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the Laws applicable to Customer.

1.2 “Confidential Information” means (a) for Customer, its Customer Data; (b) for Okta, the Service, the Free Trial Service, Professional Services, Documentation, and the terms and conditions of this Agreement and all Order Forms, including pricing thereunder; and (c) for each party, the party’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, benchmarking and product performance data, defect and support information and metrics, and third party audit reports and attestations) that is designated by the disclosing party as confidential or the receiving party should reasonably know is confidential given the nature of the information and circumstances of disclosure.

1.3 “Customer Data” means all electronic data, including Personal Data as defined in the DPA, submitted by or on behalf of Customer (including its Users) to the Service.

1.4 “Documentation” means Okta’s user guides and other end user documentation for the applicable Service, which may be available on the online help feature of the Service, including without limitation the Product Subscription Reference Guide, materials available under the heading ‘Documentation’ at <https://support.okta.com>, and the ‘Trust and Compliance’ documentation available at <https://www.okta.com/trustandcompliance>, each as may be updated by Okta from time to time. Okta will notify Customer of material changes to the Documentation through release notes provided with major new releases of the Service.

1.5 “DPA” means the applicable data processing addendum at <https://www.okta.com/trustandcompliance> as may be updated by Okta if required by applicable Law.

1.6 “Effective Date” means, with respect to the Service, 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, and with respect to the Free Trial Service, means the earlier of the date when Customer enrolls, signs up, registers, enables, and/or submits a completed form to access and use the applicable Free Trial Service or the first date of Customer’s access or use of the applicable Free Trial Service.

1.7 “Feedback” means suggestions, ideas, enhancement requests, recommendations or other information provided by Customer or its Users relating to the features, functionality or operation of the Service, Free Trial Service, or the Professional Services. Feedback does not include Customer Confidential Information or Customer Data.

1.8 “Free Trial Service” means any Okta product, service, feature, or functionality, or any improvements, enhancements, and modifications thereto, that Okta makes available to Customer to try at Customer’s option, at no additional charge, including associated Okta offline or mobile components, as described in the Documentation, and which is clearly designated as “beta”, “trial”, “pre-GA”, “pilot”, “developer preview”, “free trial”, “free plan”, “preview”, “early access”, “evaluation”, “proof of concept (POC)”, or by a similar designation. “Free Trial Service” excludes Okta products and services that Customer has purchased from Okta or an Okta Partner and Non-Okta Products.

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

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

1.11 “Non-Okta Products” means products, services, applications, features, functionalities, technologies, codes, data, content, or materials provided by Customer or a third party that interoperate with the Service and/or Free Trial Service.

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

1.13 “Order Form” means an ordering document provided to Customer (directly by Okta or indirectly by an Okta Partner) that specifies the products or services purchased by Customer under this Agreement, including any product specific terms, supplements, or addenda thereto. Order Forms do not include any preprinted terms included in a Customer purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.

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

1.15 “Professional Services” means implementation assistance and configuration services provided by Okta in connection with the Service, as described more fully in a Statement of Work. Professional Services excludes the Service, Free Trial Services, Support Services, Training Services, and Non-Okta Products.

1.16 “Service” means the generally available products and services, and any generally available improvements, enhancements, and modifications thereto subscribed to by Customer under an Order Form and made available to Customer by Okta, including associated offline or mobile components, as described in the Documentation. “Service” excludes Professional Services, Support Services, Free Trial Services, Training Services, and Non-Okta Products.

1.17 “Statement of Work” means a document that describes certain Professional Services purchased by Customer. Each Statement of Work shall incorporate this Agreement by reference.

1.18 “Support Services” means the support services provided by Okta as identified in an Order Form. Support Services excludes the Service, Free Trial Services, Training Services, Professional Services, and Non-Okta Products.

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

1.20 “Training Services” means the training services provided by Okta as identified in an Order Form.

1.21 “Users” means individuals (including non-human devices, such as applications or services) who are authorized by Customer to use the Service and 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. For clarity, Users as used in this Agreement only acquire a right to use the Service via a subscription procured under an Order Form and as authorized by Customer, and the quantity of Users licensed to use the Okta Service in an Order Form must be in accordance with the terms set forth in the Product Subscription Reference Guide for the applicable Service.

2. Obligations.

2.1 Okta’s Obligations.

a) 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 (except as expressly permitted in Section 12.1) right during the Term to allow its Users to access and use the Service, solely for Customer’s own internal business purposes in accordance with the Documentation. Customer agrees that its purchase of the Service or the Professional Services 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 provide the Service in accordance with all Laws (including any applicable data protection laws and regulations) applicable to Okta's provision of the Service to its customers generally, i.e., without regard to Customer's particular use of the Service. Okta shall use commercially reasonable efforts to make the Service available to Customer 24 x 7 during the Term (except for any unavailability caused by Non-Okta Products or a Force Majeure Event).

b) Support Services. During the applicable Term, Okta will provide Support Services to Customer in accordance with the support terms specified in the applicable Order Form. In the event that the level of support is not identified in the Order Form, Customer shall receive a "basic" level of support that is included in the Service at no additional cost. Any updates or modifications to the Support Services will not materially diminish Okta's responsibilities under the support policy during the applicable Term.

c) Professional Services. Customer and Okta may enter into Statements of Work that describe the specific Professional Services to be performed by Okta. If applicable, while on Customer premises for Professional Services, Okta personnel shall comply with reasonable Customer policies, rules and regulations regarding security, safety and conduct made known to Okta in writing reasonably in advance of such engagement and will, at Customer's reasonable request, promptly remove from the project any Okta personnel not following such policies, rules and regulations.

2.2 Customer's Obligations.

a) Customer is responsible for all activities conducted under its and its Users' logins to the Service and its Users' compliance with this Agreement. Customer shall use the Service in compliance with this Agreement, the relevant Order Forms, if applicable, Documentation, and all applicable Laws and shall not: (i) copy, rent, sell, resell, sub-license, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Service, or any part thereof, including without limitation by using the Service as part of a service bureau or managed service; (ii) make the Service available to anyone other than its Users; (iii) except as otherwise set forth in an Order Form, send or store in the Service any sensitive data, including without limitation, any personal health information, credit card data, personal financial data or other data that may impose on Okta specific data security, data protection or regulatory obligations in addition to, or different from, those specified in this Agreement, the DPA or the Documentation; (iv) send or store infringing or unlawful material in connection with the Service; (v) send or store Malicious Code to the Service; (vi) attempt to gain unauthorized access to, or disrupt or otherwise interfere with the Service or the data contained therein; (vii) modify, copy or create derivative works based on the Service, or any portion thereof; (viii) access or use the Service for the purpose of competing with (or enabling others to compete with) Okta, including without limitation by building, selling, or making available a competitive product or service that includes or integrates the Service or copying its features or user interface; (ix) 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. The obligations set forth in this Section 2.2(a) also apply to Customer's use of the Free Trial Services.

b) Any use of a Service in breach of this Agreement, Documentation or Order Forms by Customer or Users that in Okta's reasonable, good faith judgment threatens the security, integrity or availability of the Service may result in Okta's immediate suspension of Customer's access to the Service or to the extent possible, suspension of solely the aspects of the Service or User accounts causing such threat. However, Okta will, prior to such suspension, use reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat. Subject to Section 11.2, Okta will restore Customer's access to the Service in a commercially reasonable period of time after such violation is remedied and the threat is contained.

3. Security. Okta shall maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Service and the Customer Data submitted to the Service as described in the applicable Okta Trust and Compliance Documentation. Okta will conform with security protocols which are further described in Okta's most recently completed SSAE18, or successive standard, Service Organization Control 2 (SOC 2) audit reports or other similar independent third-party annual audit report ("Audit Report"). Okta shall make the then-current Audit Report available to Customer by self service download. During the Term, Okta shall not materially diminish the protections provided by the controls set forth in Okta's then-current Audit Report. Except with respect to a Free Trial Service, to the extent that Okta processes any Personal Data (as defined in the DPA) on Customer's behalf in the provision of the Service, the DPA is hereby incorporated by reference, shall apply, and the parties agree to comply with such terms. For purposes of the Standard Contractual Clauses attached to the DPA, when and as applicable, Customer and its applicable Affiliates are each the data exporter, and Customer's signing of or entering into this Agreement, and an applicable Affiliate's signing of or entering into an Order Form, shall be treated as signing of the Standard Contractual Clauses and their Appendices.

4. Confidentiality. Each party agrees to protect the Confidential Information (as defined above) of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event using less than a reasonable standard of care. A party shall not disclose or use any Confidential Information of the other party for any purpose outside the scope of the business relationship between the parties, without the disclosing party's prior written permission. A party may disclose the other party's

Confidential Information to its Affiliates, employees, directors, contractors, agents, and advisors who are subject to an agreement containing disclosure and use provisions substantially similar to those set forth herein and have a “need to know” in order to carry out the business relationship between the parties. Each party shall be responsible for a breach of this Section 4 by any such permitted disclosee to the same extent it is responsible for its own breaches of this Section 4. Confidential Information shall not include any information that (a) is or becomes generally known to the public, other than as a result of the act or omission of the receiving party; (b) was rightfully known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (c) is lawfully received from a third party without breach of any obligation owed to the other party; or (d) was independently developed by a party without breach of any obligation owed to the other party. If a party is compelled by law to disclose Confidential Information of the other party, it shall provide prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. Other than with respect to Customer Data, which is subject to Section 3, a party receiving Confidential Information shall promptly notify the disclosing party of any unauthorized disclosure, access, or use of Confidential Information of which it becomes aware. Due to the unique nature of the parties' Confidential Information disclosed hereunder, there may be no adequate remedy at law for a party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching party. Therefore, upon any such breach or threat thereof, the party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it. Confidential Information is and shall remain the property of the disclosing party. Except with respect to Customer Data, the treatment of which is governed by Section 3, upon written request, the receiving party shall use commercially reasonable efforts to, within a commercially reasonable timeframe after such request, return or destroy all Confidential Information of the disclosing party in the possession or control of the receiving party, provided, however, that (i) receiving party may retain such copies as are reasonably necessary to comply with any Laws applicable to receiving party or to comply with its document retention policies, and (ii) nothing herein shall require the alteration, modification, deletion or destruction of back-up tapes or other media made in the ordinary course of business, provided further that any such copies of Confidential Information retained by receiving party shall remain subject to the confidentiality terms of this Section 4 while in receiving party's possession.

5. Ownership and Feedback.

5.1 Customer Data. As between Okta and Customer, Customer retains ownership of its rights in and to its Customer Data. Customer grants to Okta, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, modify, distribute, transmit, display and otherwise use 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. Except for the rights expressly granted under this Agreement, Okta and its licensors retain all right, title, and interest in and to the Service, the Free Trial Service, Documentation, Free Trial Documentation, and Professional Services, including all related intellectual property rights inherent therein. If Customer purchases Professional Services, Okta grants to Customer a worldwide, non-exclusive, royalty free, non-transferable (except as expressly permitted in Section 12.1), non-sublicensable right to use the deliverables of the Professional Services solely for Customer's own internal use with the Service. All rights not expressly granted to Customer in this Agreement are hereby reserved.

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

5.4 Usage Data. Okta owns the usage data derived from the operation of the Service and the Free Trial Service, including data regarding web applications utilized in connection with the Service and the Free Trial Service, configurations, log data, and the performance results for the Service and the Free Trial Service (“Usage Data”). Nothing herein shall be construed as prohibiting Okta from retaining, utilizing, or disclosing the Usage Data for purposes of providing the Service or the Free Trial Service; provided that the Usage Data shall be de-identified and/or aggregated so that it will not disclose the identity of Customer or any User(s) to any third party.

6. Fees, Expenses, Taxes, Partner and Affiliate Purchases.

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 in an Order Form, all Fees 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 to Okta or an Okta Partner under an Order Form or otherwise in connection with 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 fifteen (15) days' written notice to Customer, until such amounts are paid in full; and (ii) where such Fees are due to Okta, 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. Okta may, in its sole discretion, choose not to exercise its right to charge interest or suspend the

Service under this Section 6.1 if, in Okta's sole determination, Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the issue.

6.2 Expenses. Unless otherwise specified in the applicable Statement of Work, upon invoice from Okta, Customer will reimburse Okta for all reasonable expenses incurred by Okta and pre-approved in writing while performing the Professional Services, including without limitation, transportation services, lodging, meals and out-of-pocket expenses related to the provision of the Professional Services. Okta will include reasonably detailed documentation of all such expenses with each related invoice.

6.3 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.

6.4 Purchases through an Okta Partner. This Agreement specifies the terms and conditions under which Okta products and services will be made available by Okta to Customer, whether purchased directly through Okta or indirectly through an Okta Partner. To acquire Okta products and services through an Okta Partner, Customer will enter into a separate agreement with an Okta Partner, which shall address the commercial terms relating to Customer's purchase, which (apart from the obligations herein) shall not be binding on Okta. If Customer acquires Okta products and services through an authorized Okta Partner, then, notwithstanding anything to the contrary herein, Customer agrees to pay the Okta Partner the associated fees, and Customer will have no direct payment obligations to Okta for such fees.

6.5 Purchases by Customer Affiliates. Customer Affiliates may acquire Okta products and services subject to the terms of this Agreement by executing Order Forms or Statements of Work hereunder that incorporate by reference the terms of this Agreement. This Agreement and the applicable Order Form(s) and/or Statement(s) of Work entered into by a Customer Affiliate pursuant to this Section 6.5 shall constitute a new and separate agreement between Okta and such Customer Affiliate (a "Customer Affiliate Agreement"), and for clarity, any termination pursuant to Section 11.2 by Customer of this Agreement or by Customer Affiliate of a Customer Affiliate Agreement shall be understood to apply solely to such specific agreement. In each such case, all references in this Agreement to Customer shall be deemed to refer to such Customer Affiliate for purposes of such Order Form(s) or Statement(s) of Work. Customer Affiliate agrees to be bound by the Customer Affiliate Agreement and the applicable Order Forms or Statements of Work executed by Customer Affiliate.

7. Warranties and Disclaimer.

7.1 Warranties.

a) Service. Each party warrants that it has the authority to enter into this Agreement and that its signatory below is duly authorized to bind said party. Okta warrants that during the applicable Term: (i) the Service shall perform materially in accordance with the applicable Documentation; and (ii) the overall functionality and security of the Service will not be materially decreased as described in the applicable Documentation. Okta shall use commercially reasonable efforts to correct the non-conforming Service at no additional charge to Customer, and in the event Okta fails to successfully correct the Service within a reasonable time of receipt of written notice from Customer detailing the breach, then Customer shall be entitled to terminate the non-conforming Service and receive a pro rata refund of any prepaid, unused Fees for the non-conforming Service from Okta or from the relevant Okta Partner, if applicable. To the maximum extent permitted by applicable Law, the remedies set forth in this subsection will be Customer's sole remedy and Okta's entire liability for breach of these warranties, unless the breach of warranties constitutes a material breach of this Agreement and Customer elects to terminate this Agreement in accordance with Section 11.2 entitled "Termination" in which case Customer's remedies shall not be limited as set forth in this subsection. The warranties set forth in this subsection shall apply only if the applicable Service has been utilized in accordance with this Agreement.

b) Professional Services. Okta warrants that the Professional Services will be performed: (i) with due skill and diligence and in a good and workmanlike manner consistent with applicable industry standards; and (ii) by suitably skilled and experienced personnel. As Customer's sole remedy and Okta's entire liability for any breach of the foregoing warranties set forth in this Section 7.1(b), Okta will, at its sole option and expense, promptly re-perform the non-conforming Professional Services or refund to Customer the fees paid for the non-conforming Professional Services; provided that Customer notifies Okta no later than thirty (30) days after delivery of such Professional Services.

7.2 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH UNDER SECTION 7.1(a) AND (b), OKTA AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES RELATING TO THE SERVICE, PROFESSIONAL SERVICES OR OTHER SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF

THIS AGREEMENT, EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. OKTA MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY FREE TRIAL SERVICES OR NON-OKTA PRODUCT.

8. Limitation of Liability; Exclusions.

8.1 Limitation of Liability.

a) EXCEPT WITH RESPECT TO A PARTY'S LIABILITY UNDER SECTION 9, WHICH IS ADDRESSED IN SECTION 8.1(b) BELOW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE BY CUSTOMER TO OKTA OR TO AN OKTA PARTNER HEREUNDER FOR THE USE OF THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12)-MONTH PERIOD PRECEDING THE MOST RECENT INCIDENT OUT OF WHICH THE LIABILITY AROSE, (OR, FOR A CLAIM ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID OR PAYABLE FOR THE FIRST TWELVE (12)-MONTH PERIOD). THE FOREGOING LIMITATION SHALL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

b) WITH RESPECT TO A PARTY'S LIABILITY UNDER SECTION 9, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ALL OF ITS AFFILIATES TO INDEMNIFY A FINAL JUDGMENT AS SET FORTH IN SECTION 9 EXCEED THREE TIMES THE TOTAL AMOUNT PAID AND PAYABLE BY CUSTOMER TO OKTA OR TO AN OKTA PARTNER HEREUNDER FOR THE USE OF THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12)-MONTH PERIOD PRECEDING THE MOST RECENT INCIDENT OUT OF WHICH THE LIABILITY AROSE, (OR, FOR A CLAIM ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID OR PAYABLE FOR THE FIRST TWELVE (12)-MONTH PERIOD).

8.2 Excluded Damages. IN NO EVENT WILL EITHER PARTY TOGETHER WITH ITS AFFILIATES (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, TORT (INCLUDING 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 DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, THE FOREGOING EXCLUSIONS OF LIABILITY IN SECTIONS 8.1(a) AND (b), AND THIS SECTION 8.2 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.

9. Indemnification.

9.1 Okta Indemnification Obligation. Subject to Section 9.3, Okta will defend (or at Okta's exclusive option, pay the reasonable attorneys' fees for the defense of) any claim of an unrelated third party brought against Customer alleging that the Service, as provided by Okta to Customer under this Agreement, infringes the third party's patent, copyright, or registered trademark (each, an "Infringement Claim"). Okta will indemnify Customer against the final judgment entered by a court of competent jurisdiction after exhaustion of any subsequent appeals, or paid to a third party in accordance with a settlement agreement approved by Okta that resolves such Infringement Claim. In the event of any such Infringement Claim, Okta may, at its option: (a) obtain the right to permit Customer to continue using the Service, (b) modify or replace the relevant portion(s) of the Service with a non-infringing alternative having substantially equivalent performance within a reasonable period of time, or (c) terminate the infringing Service and provide (or, if applicable, direct the relevant Okta Partner to provide) a pro rata refund of any prepaid, unused Fees for such infringing Service. Notwithstanding the foregoing, Okta will have no liability for any Infringement Claim of any kind to the extent that it is based on or results from: (i) modifications to the Service by a party other than Okta without written authorization from Okta or Okta's contractors, (ii) the combination of the Service with other products, processes or technologies, including any software other than software provided by Okta and hardware or equipment (where the infringement would have been avoided but for such combination), (iii) Customer's use of the Service other than in accordance with both this Agreement and the Documentation, (iv) modifications to the Service by Okta in compliance with Customer's explicit, written, designs, specifications or instructions; (v) continued use of the Service after Okta has notified Customer to discontinue such use, or (vi) a finding that Customer has committed willful infringement. Okta's Indemnification Obligation does not extend to, and Okta shall have no liability for, any portion of a third-party dispute or litigation concerning a claim based on anything other than the Service as provided by Okta to Customer under this Agreement.

9.2 Customer Indemnification Obligation. Subject to Section 9.3, Customer will defend Okta from any third-party claim brought against Okta alleging a violation of a third party's rights that is based on or results from Customer's provision or use of the Customer Data or use of

the Service in a manner that is contrary to law or not in accordance with this Agreement or the Documentation. Customer will indemnify Okta against the final judgment entered by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement approved by Customer that resolves such claim.

9.3 Indemnity Requirements. The party seeking indemnity under this Section 9 ("Indemnitee") must give the other party ("Indemnitor") the following: (a) prompt written notice of any claim for which the Indemnitee intends to seek indemnity, (b) all information, access, cooperation, and reasonable assistance requested by the Indemnitor in the defense of the claim (including mitigation efforts), and (c) sole control over the defense and settlement of the claim, including any subsequent appeal (provided that any settlement by Indemnitor does not include an admission of liability by Indemnitee). Indemnitor will have no obligation to reimburse Customer for attorneys' fees and costs incurred prior to Indemnitor's receipt of notification of the Infringement Claim.

9.4 Exclusive Remedy. This Section 9 sets forth Indemnitee's sole and exclusive remedy and Indemnitor's sole and exclusive obligation and liability for any claim hereunder.

10. Customer Mention. Okta shall not use Customer's name to identify Customer as an Okta customer of the Service, including on Okta's public website, absent Customer's prior written consent. Okta agrees that any such use shall be subject to Okta's compliance 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 all Order Forms have expired or have otherwise been terminated. Subscriptions to the Service commence on their respective subscription start dates and are for the Term as set forth in the applicable Order Form. Except as otherwise specified in an Order Form and subject to Okta providing Customer with reasonable advance notice of an upcoming auto-renewal period prior to the end of the then-current Term, subscriptions to the Service will automatically renew for additional terms equal to the expiring Term, unless and until either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the then-current Term.

11.2 Termination. Either party may terminate this Agreement by written notice to the other party: (a) in the event the other party materially breaches this Agreement and does not cure such breach within thirty (30) days of such notice, or (b) 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 Section 11.2(a), 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 and a pro-rata portion of any prepaid Professional Services fees that cover Professional Services that have not been delivered as of the effective date of termination. For the avoidance of doubt, a breach or termination of any Order Form, Statement of Work or Customer Affiliate Agreement shall not be considered a breach or termination of this Agreement or any other Order Form or Statement of Work, as applicable.

11.3 Effect of Termination. Upon expiration or termination of this Agreement for any reason, all rights and subscriptions granted to Customer (including all Order Forms) will immediately terminate and Customer will immediately cease using the Service (except as otherwise permitted in the "Retrieval of Customer Data" section of the 'Trust and Compliance' Documentation) and Okta Confidential Information. Termination for any reason other than termination pursuant to Section 11.2(a), termination by Customer pursuant to Section 7.1(a) herein or Section 9.3 of the DPA, or termination by Okta pursuant to Section 9.1(c) shall not relieve Customer of the obligation to pay all future amounts due under all applicable Order Forms. The sections titled "Definitions," "Confidentiality," "Ownership and Feedback," "Fees, Expenses, Taxes, Partner and Affiliate Purchases," "Disclaimer," "Limitation of Liability; Exclusions," "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, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may freely assign this Agreement in its entirety (including all Order Forms), upon notice and without the consent of the other party, (a) to an Affiliate of such party or (b) to its successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that in either case of (a) or (b) all fees owed and due have been paid (in the case of an assignment by Customer). Any attempted assignment or transfer in violation of this Section shall be void and without effect.

12.2 Governing 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 notices related to this Agreement shall be in writing and will be effective upon the day of sending to the designated email address for Okta or Customer, as applicable. Billing-related notices to Customer may be provided by email to the relevant billing contact designated by Customer, and all other Service-related notices to Customer will be made to the relevant system administrator designated by Customer in the same manner and at the same cadence made to other similarly situated Okta customers. Notwithstanding the foregoing, all Legal Notices (as defined below) related to this Agreement shall be in writing and will be effective upon: (a) personal delivery, or (b) one (1) business day after deposit with a recognized overnight courier for U.S. deliveries, or three (3) business days for international deliveries. In addition, Legal Notices under this Agreement must also include an email copy sent, if to Okta, to legal@okta.com with "Legal Notice" clearly set forth in the subject line, or if to Customer, to the email address on the applicable Order Form or of the Service system administrator designated by Customer, with the words "Legal Notice" clearly set forth in the subject line. As used herein, "Legal Notices" means notices of termination or claim for indemnification under this Agreement.

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 (a "Force Majeure Event"), the party so affected shall be excused from such performance and liability to the extent of such prevention or restriction. Each party shall use reasonable efforts, including following any applicable procedures in its disaster recovery and business continuity plans, to mitigate the effect of a Force Majeure Event.

12.5 Subcontractors. Okta may freely use subcontractors for the provision of the Service, Support Services, Training Services and Professional Services, and Okta shall be responsible for the performance of its subcontractors and their compliance with Okta's obligations under this Agreement, except as otherwise expressly specified herein.

12.6 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.

12.7 Service Specific Terms. Certain Services are subject to the Software Order Form Supplements and Terms of Use, and the product specific and usage terms contained within the Product Subscription Reference Guide.

12.8 Trade Laws and Export Compliance. Customer acknowledges that the activities governed by this Agreement, including access to and usage of the Service and the Free Trial Service, are subject to the US Export Administration Regulations, the regulations of the US Office of Foreign Assets Control, and may also be subject to similar laws of other jurisdictions (collectively, "Trade Laws"). Customer agrees to fully comply with the Trade Laws that apply to its activities governed by this Agreement, including prohibitions against usage by restricted persons and for certain end-uses. Customer will not permit any User to access or use the Service or the Free Trial Service in a U.S. embargoed country or region (the list of countries or regions subject to a full U.S. embargo changes from time to time but is currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) or in any manner that would cause any party to violate any applicable Trade Laws. Customer and Okta each represents that it is not restricted or sanctioned by applicable Trade Laws, nor owned or controlled by or acting on behalf of any persons or entities restricted or sanctioned by applicable Trade Laws.

12.9 U.S. Government End Use Provisions. The Service, including any software or technology provided hereunder for ultimate U.S. 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 12.9 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.

12.10 Anti-Corruption. Each party agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party'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 either party learns of any violation of the above restriction, such party will use reasonable efforts to promptly notify the other party.

12.11 Free Trial Service.

- a) Free Trial Service Definitions. The following definitions are in addition to the Definitions included in Section 1 of this Agreement, but only apply to the Free Trial Service.
- i) “Free Trial Data” means all electronic data submitted by or on behalf of Customer (including its Free Trial Users) to the Free Trial Service.
 - ii) “Free Trial Documentation” means Okta’s user guides and other end user documentation for the applicable Free Trial Service, which may be available online or offline, 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>.
 - iii) “Free Trial User” means individuals (including non-human devices, such as applications or services) who are authorized and provided access by Customer to use the Free Trial Service.
- b) Free Trial Service. If Customer uses a Free Trial Service, then the applicable provisions of this Agreement will govern that Free Trial Service, and Okta will make such Free Trial Service available to Customer for evaluation purposes free of charge, until the earlier of: (i) the end of the free trial period for which Customer agreed to use such Free Trial Service, (ii) the start date of any Service subscription purchased by Customer for such Service, or (iii) termination of the Free Trial Service by Okta in its sole discretion. A free trial period may be extended upon mutual agreement by Okta and Customer. Okta may modify or terminate Free Trial Services (and any Documentation and other Okta materials provided therewith) at any time without notice, in its sole discretion and may decide not to make Free Trial Services available at all. For Free Trial Services that are available in beta, pre-GA, preview, early access or similar non-generally available release status, Okta has no obligation to ever make such Free Trial Services generally available, and if it does, such generally available version may have different features, functionalities, technologies, configurations, and Documentation to prior releases.
- c) Free Trial Data. Customer grants to Okta, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, modify, distribute, transmit, display and otherwise use Free Trial Data for Okta to provide the Free Trial Service. Customer shall be responsible for the accuracy, quality and legality of Free Trial Data and the means by which Customer acquired Free Trial Data.
- d) Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FREE TRIAL SERVICES, FREE TRIAL DOCUMENTATION, AND ANY OTHER OKTA MATERIAL PROVIDED BY OKTA IN CONNECTION WITH FREE TRIAL SERVICES ARE PROVIDED “AS IS.” OKTA MAKES NO REPRESENTATION OR WARRANTY AND SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO FREE TRIAL SERVICES. OKTA SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO FREE TRIAL SERVICES, UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE OKTA’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO FREE TRIAL SERVICES IS US\$1,000. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 8 (“LIMITATION OF LIABILITY”), CUSTOMER WILL BE FULLY LIABLE FOR ANY DAMAGES CAUSED BY ITS FREE TRIAL USERS’ USE OF FREE TRIAL SERVICES. ANY DATA AND CONFIGURATIONS ENTERED INTO FREE TRIAL SERVICES MAY BE PERMANENTLY LOST UPON TERMINATION OF THE FREE TRIAL SERVICES.

12.12 Non-Okta Products. Customer may access or use, at Customer’s sole discretion, Non-Okta Products that interoperate with the Service. Customer’s use of a Non-Okta Product is at its own risk and Customer is solely responsible and liable for its use of any Non-Okta Product. Use of a Non-Okta Product is subject to the terms, conditions, policies and agreements applicable to that Non-Okta Product. Customer’s access and use of a Non-Okta Product is solely between Customer and the applicable Non-Okta Product provider. Okta makes no representation or warranty and shall have no responsibility or indemnification obligations with respect to a Non-Okta Product. Okta cannot guarantee the continued availability of a Non-Okta Product, and may cease providing access to a Non-Okta Product without entitling Customer to any refund, credit, or other compensation.

12.13 Entire Agreement. This Agreement, together with the Order Form(s) between Okta and Customer and any additional terms incorporated herein by reference, constitute the entire agreement between the parties pertaining to the subject matter hereof, and any and all prior or contemporaneous written or oral agreements existing between the parties, including any non-disclosure agreement(s), related to the subject matter hereof are expressly superseded. The parties agree that any term or condition stated in Customer’s purchase order, any other Customer order documentation or intake system is void. In the event of any conflict or inconsistency among the following documents, the descending order of precedence shall be: (a) the applicable Order Form between Okta and Customer, (b) this Agreement, and (c) the

Documentation. No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed or accepted by the parties hereto, except as expressly set forth herein; however, Okta may update the Documentation, including by posting updated documents on Okta's websites. For clarity, all URL terms referenced herein include any updates made thereto and posted on such website or on a successor website designated by Okta. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. The parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, any Order Form, or any other document to be delivered in connection herewith and agree that such electronic signatures shall be legally binding with the same force and effect as delivery of an original executed copy.