



OKTA, INC.
MASTER TERMS
For U.S. Federal Government Customers Purchasing Through a Reseller

These Master Terms (these “Terms”) are entered into between Okta and Customer (as defined below) as of the Effective Date (as defined below). These Terms allow Customer to procure software-as-a-service products or services, obtain support and/or other professional services for Okta offerings through a Reseller (as defined below), and establish the terms and conditions governing Customer’s use of any Okta products or services. These Terms supplement the agreement between Customer and Reseller pursuant to which Reseller is reselling Okta’s products or services to Customer (“Reseller Agreement”) including the applicable Customer Order Form (as defined below).

1. Service and Professional Services.

1.1. Okta’s Obligations. Okta shall make the Service available to Customer pursuant to these Terms and the applicable Customer Order Form during the Term, and grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable (except as expressly permitted herein) right during the Term to allow its Users to access and use the Service in accordance with these Terms, the Documentation and Customer Order Form, solely for Customer’s business purposes. 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 comply with all applicable Laws in its provision of the Service. Okta shall use commercially reasonable efforts to make the Service available to Customer 24 hours a day, 7 days a week, every day of each year (except for any unavailability caused by a Force Majeure event).

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 these Terms, the applicable Customer Order Form, Documentation, and 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 data, credit card data, personal financial data or other such sensitive data which 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; (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; or (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.

(b) Any use of the Service in breach of these Terms, Documentation or Customer 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. 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 rules and regulations regarding safety and conduct made known to Okta, and will, at Customer’s reasonable request, promptly remove from the project any Okta personnel not following such rules and regulations.

2. Applicability and Purchasing Through a Reseller.

2.1. Applicability. These Terms are part of a contract between the Reseller and the Customer for the acquisition of the supply or service that necessitates a license or other similar legal instrument. These Terms shall bind the U.S. Federal Government as a Customer but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

2.2. Purchasing Through a Reseller. By acquiring any Okta products or services through a Reseller, Customer agrees that: (a) the Reseller Agreement is between Customer and the Reseller and is not binding on Okta, and any disputes related to the Reseller Agreement shall be handled directly between Customer and the Reseller; (b) Customer understands and agrees that certain products or services are subject to additional terms available at <https://www.okta.com/agreements> (or its successor site) that may be applicable if purchased by Customer; and (c) any claims for refunds hereunder, shall be submitted by Customer to the Reseller. In the event of any conflict between these Terms and the Reseller Agreement, these Terms shall govern as between Okta and Customer.



3. Security; Support.

3.1. Security. Okta shall maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Service and the Customer Data as described in the applicable Okta Documentation. Okta will conform with security protocols which are further described in Okta's most recently completed Service Organization Control 2 (SOC 2) audit reports or other similar independent third-party annual audit report ("Audit Report"). Upon Customer's request, Okta shall provide Customer with a copy of Okta's then-current Audit Report. 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 data processing addendum at <https://www.okta.com/trustandcompliance> ("DPA") as may be updated by Okta if required by applicable Law, which are 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 is the data exporter, and Customer's signing of or entering into a Customer Order Form, shall be treated as signing of the Standard Contractual Clauses and their Appendices.

3.2. Support Services. During the Term, Okta shall provide Support Services to Customer in accordance with Okta's then-current Okta support policy, and as identified in a Customer Order Form. In the event that the level of support is not identified in the Customer 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 Term.

4. Confidentiality. Each party agrees to protect the Confidential Information (as defined below) 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: (i) disclose or use any Confidential Information of the other party for any purpose outside the scope of these Terms, except with the disclosing party's prior written permission and (ii) disclose or make the other party's Confidential Information available to any party, except those of its employees, contractors, and agents that have signed 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 purpose of these Terms. 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) were 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 (including the Freedom of Information Act, 5 U.S.C. 552) 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. Subject to the foregoing, Okta recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by Okta. Due to the unique nature of the parties' Confidential Information disclosed hereunder, there can 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, provided that, because Customer is a U.S. Federal Government Customer, such relief shall only be available to the extent explicitly provided for by statute. Notwithstanding anything in these Terms to the contrary, the Customer may retain any Confidential Information as required by Law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained Confidential Information will continue to be subject to the confidentiality obligations of these Terms.

5. Ownership, Feedback, and Statistical Usage Data.

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 these Terms. 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 these Terms, Okta and its licensors retain all right, title, and interest in and to the Service, 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, non-transferable (except as expressly permitted in Section 12.1), non-sublicensable right to use the Professional Services solely for Customer's use with the Service. No rights are granted to Customer hereunder other than as expressly set forth in these Terms.

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 suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users ("Feedback"). Okta shall have no obligation to use Feedback, and Customer shall have no obligation to provide Feedback.

5.4. Statistical Usage Data. Okta owns the statistical usage data derived from the operation of the Service, including data regarding web applications utilized in connection with the Service, configurations, log data, and the performance results for the Service ("Usage Data").
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Nothing herein shall be construed as prohibiting Okta from utilizing the Usage Data for purposes of operating Okta's business; provided that the Usage Data shall be de-identified and presented in the aggregate so that it will not disclose the identity of Customer or any User(s) to any third party.

6. Fees. Customer agrees to pay the fees set forth in the applicable Customer Order Form ("Fees") to Reseller in accordance with the terms and conditions set forth in the applicable Customer Order Form and in accordance with the Reseller Agreement. All fees are (a) based on access rights acquired and not actual usage, and (b) nonrefundable by Okta to Customer unless expressly noted hereunder. Any disputes related to the Fees or invoicing shall be handled directly between Customer and the Reseller.

7. Warranties and Disclaimer.

7.1. Warranties.

(a) Service. Each party warrants that it has the authority to enter into these Terms. Okta warrants that during the Term: (i) the Service shall perform materially in accordance with the applicable Documentation; (ii) Okta will employ then-current, industry-standard measures to test the Service to detect and remediate Malicious Code designed to negatively impact the operation or performance of the Service, and (iii) the overall functionality 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 applicable Service and receive an immediate pro rata refund of any prepaid, unused Fees for the non-conforming Service. 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 these Terms and Customer elects to terminate these Terms in accordance with Section 11.2 entitled "Termination." The warranties set forth in this subsection shall apply only if the applicable Service has been utilized in accordance with the Documentation, these Terms and applicable Law.

(b) Professional Services. Okta warrants that the Professional Services will be performed in a good and workmanlike manner consistent with applicable industry standards. As Customer's sole remedy and Okta's entire liability for any breach of the foregoing warranty 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. 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 OR OTHER SUBJECT MATTER OF THESE TERMS, 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 THESE TERMS. OKTA MAKES NO WARRANTY REGARDING ANY NON-OKTA APPLICATION WITH WHICH THE SERVICE MAY INTEROPERATE.

8. Limitation of Liability.

8.1. IN NO EVENT WILL EITHER PARTY (OR OKTA'S THIRD PARTY LICENSORS) BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER THEORY FOR (A) ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, RIGHTS, OR TECHNOLOGY, (C) ANY LOST PROFITS OR REVENUES, (D) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM EITHER PARTY'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

8.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER UNDER THE APPLICABLE CUSTOMER ORDER FORM FOR THE SERVICE GIVING RISE TO THE LIABILITY IN THE TWELVE-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 PAYMENT OBLIGATIONS.

9. Third Party Claims Regarding Customer's Use of the Service. In the event of any claim, demand, suit or proceeding made or brought against Okta by a third party alleging that the Customer Data infringes or misappropriates such third party's intellectual property rights or violates applicable law, or arising out of Customer's use of any Service in breach of these Terms, the Documentation or applicable Customer Order Form, Okta may require, by written notice to Customer, that Customer delete from the Service any Customer
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Data that is the subject of the claim. Promptly after receiving any such notice, Customer will delete such Customer Data and certify such deletion to Okta in writing. Okta shall be authorized to provide a copy of such certification to the applicable claimant.

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. Termination and Effect of Termination.

11.1. Termination. Okta shall not unilaterally revoke, terminate or suspend any rights granted to Customer hereunder except as allowed by the applicable contract between Customer and the Reseller. If Okta or Reseller believes the Customer is in breach of these Terms, it shall pursue its rights under the Contract Disputes Act or other applicable U.S. Federal law while continuing performance as set forth in Federal Acquisition Regulation 52.233-1 (Disputes).

11.2. Effect of Termination. Upon termination of Customer's subscription to the Service, all rights and subscriptions granted to Customer under the Customer Order Form will immediately terminate and Customer will cease using the Service and Okta Confidential Information. Termination for any reason other than termination for cause by Customer pursuant to Section 11.1(i) shall not relieve Customer of the obligation to pay all future amounts due under the Customer Order Form. The sections titled "Definitions," "Confidentiality," "Ownership, Feedback, and Aggregated Data," "Fees," "Disclaimer," "Limitation of Liability," "Termination and Effect of Termination," and "General" shall survive any termination or expiration of these Terms.

12. General

12.1. Assignment. Neither the rights nor the obligations arising under these Terms are assignable or transferable by Customer or Okta without the other party's prior written consent which shall not be unreasonably withheld or delayed, and any such attempted assignment or transfer shall be void and without effect. Notwithstanding the foregoing, Okta or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any U.S. Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

12.2. Controlling Law and Severability. These Terms and any disputes arising out of or related hereto shall be governed by U.S. Federal law. In the event that any of the provisions of these Terms 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 these Terms shall otherwise remain in full force and effect and enforceable.

12.3. Notices. All legal notices hereunder shall be in writing and given upon (i) personal delivery, in which case notice shall be deemed given on the day of such hand delivery, or (ii) by overnight courier, in which case notice shall be deemed given one (1) business day after deposit with a recognized courier for U.S. deliveries (or three (3) business days for international deliveries).

12.4. Force Majeure. If the performance of these Terms 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 these Terms, 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 these Terms, other than Reseller with respect to Customer's payment obligations hereunder.

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 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 Rights. The Service constitutes a commercial item and includes commercial computer software and commercial computer software documentation. Pursuant to Federal Acquisition Regulations 12.211 and 12.212 or Defense Federal Acquisition Regulation Supplement 227.7102-1(b) and 227.7202-3, as applicable, the Government shall have only the license rights in technical data, computer software, and computer software documentation specified in these Terms. This provision applies in lieu of and supersedes any Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision pertaining to the Government's rights in technical data, computer software, and computer software documentation.



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 the Customer Order Form or these Terms. Reasonable gifts and entertainment provided in the ordinary course of business that are permissible under applicable ethics and compliance rules or Laws 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. **Updating Terms.** After acceptance of these Terms by Customer, Okta may unilaterally revise non-material aspects of these Terms. To the extent a modification relates to a material Term, such a change shall be executed through a bilateral modification of the Customer Order Form executed by Customer and Reseller.

12.10. **Audit Rights.** Okta may audit Customer's use of the Service to verify Customer's usage complies with these Terms. Okta shall bear the costs of any such audit. To the extent Okta's audit identifies instances of noncompliance with these Terms, Customer shall be responsible for any difference in cost between the subscription actually procured by Customer for the Service as set forth on an Order Form and Customer's use of the Service in excess of applicable terms and conditions, such as limitations on the number of Users which may be granted access to the Service.

12.11. **Free Trials.** If Customer uses a Free Trial Service (either directly through Okta or through a Reseller, with or without a Customer Order Form), Okta will make such Free Trial Service available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the free trial period for which Customer agreed to use such Free Trial Service, (b) the start date of any Service subscription purchased by Customer for such Service, or (c) 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. Notwithstanding anything to the contrary in these Terms, a Free Trial Service is provided "AS IS." OKTA MAKES NO REPRESENTATION OR WARRANTY AND SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO A FREE TRIAL SERVICE. OKTA SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO A FREE TRIAL SERVICE, UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCABLE UNDER APPLICABLE LAW IN WHICH CASE OKTA'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A FREE TRIAL SERVICE IS US\$1,000. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 8 ("LIMITATION OF LIABILITY"), CUSTOMER SHALL NOT USE THE FREE TRIAL SERVICE IN A MANNER THAT VIOLATES APPLICABLE LAWS AND WILL BE FULLY LIABLE FOR ANY DAMAGES CAUSED BY ITS USE OF A FREE TRIAL SERVICE. ANY DATA AND CONFIGURATIONS ENTERED INTO CUSTOMER'S FREE TRIAL SERVICE ACCOUNT MAY BE PERMANENTLY LOST UPON TERMINATION OF THE FREE TRIAL SERVICE. For the avoidance of doubt, any Free Trial Service is offered without any expectation of future payment from the U.S. Federal Government, and Okta expressly waives any future claims for payment from the U.S. Federal Government Customer in connection with any Free Trial Service. If acceptance of these Terms is electronic, then the individual accepting these Terms on behalf of a U.S. Federal Government agency represents that they have the authority to bind such agency to these Terms. If the individual does not have such authority, or if the individual does not agree with these Terms, such individual must not accept these Terms and may not use the Free Trial Service.

12.12. **Entire Agreement.** These Terms, together with the Customer Order Form, 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 canceled. The parties agree that any term or condition stated in Customer's purchase order or in any other of Customer's order documentation (excluding Customer Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) these Terms, (2) the applicable Customer Order Form, and (3) the Documentation. No modification, amendment or waiver of any provision of these Terms will be effective unless in writing and signed by both parties hereto. Any failure to enforce any provision of these Terms shall not constitute a waiver thereof or of any other provision.

13. **Definitions.**

13.1. "Affiliate" means, with respect to Okta, any entity that directly or indirectly controls, is controlled by, or is under common control with Okta. "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. "Free Trial Service" means any Okta service or functionality that may be made available by Okta to Customer to try at Customer's option, at no additional charge, and which is clearly designated as "beta," "trial," "non-GA," "pilot," "developer preview," "free trial," "evaluation," or by a similar designation.

13.3. "Confidential Information" means (a) Customer Data; (b) the Service and the Documentation; and (c) each 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, defect and support information and metrics, and third party audit reports and attestations) that is designated by the disclosing party as confidential. Neither these Terms nor the applicable contract price list for the U.S. Federal Government shall be deemed Confidential Information. Issues regarding release of "unit pricing" by Customer will be resolved consistent with the Freedom of Information Act.



- 13.4. “Customer” means the U.S. Federal Government entity that has contracted with Reseller to purchase Okta products or services.
- 13.5. “Customer Data” means all electronic data submitted by or on behalf of Customer to the Service.
- 13.6. “Customer Order Form” means an ordering document between Customer and Reseller that specifies the products or services purchased by Customer under these Terms, including any supplements or addenda thereto. Customer 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 these Terms.
- 13.7. “Documentation” means Okta’s user guides and other end user documentation for the applicable Service available on the online help feature of the Service, 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>.
- 13.8. “Effective Date” means the last date these Terms are executed, upon executing a Customer Order Form, by accessing or using the Service in any manner, or by clicking “Accept and Get Started” (or a similar button or checkbox) for use of a Free Trial Service.
- 13.9. “Laws” means any local, state, or national law, treaties and/or regulations applicable to a respective party.
- 13.10. “Malicious Code” means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.
- 13.11. “Non-Okta Application” means a web-based, offline, mobile, or other software application that is provided by Reseller, Customer or a third party and interoperates with the Service.
- 13.12. “Okta” means Okta, Inc., a Delaware corporation with offices at 301 Brannan Street, San Francisco, CA 94107.
- 13.13. “Professional Services” means implementation and configuration services provided by Okta in connection with the Service, as described more fully in a Statement of Work. Professional Services shall not include the Service.
- 13.14. “Reseller” means the authorized Okta reseller that has contracted with (a) Okta to resell Okta’s products or services and (b) Customer for the sale of Okta’s products or services.
- 13.15. “Service” means the products and services subscribed to by Customer under a Customer Order Form and provided by Okta as described in the Documentation. “Service” excludes Professional Services, Free Trial Service, and Non-Okta Applications.
- 13.16. “Statement of Work” means a document that describes certain Professional Services purchased by Customer under these Terms and/or pursuant to a Customer Order Form. Each Statement of Work shall incorporate these Terms by reference.
- 13.17. “Support Services” means the support services provided by Okta in accordance with Okta’s then-current support policy and as identified on a Customer Order Form.
- 13.18. “Term” means the applicable term for the products or services purchased by Customer as specified on a Customer Order Form. For the avoidance of doubt, subscriptions to the Service commence on the subscription start date and are for a period, as set forth in the applicable Customer Order Form.
- 13.19. “Users” means individuals (including non-human devices, such as applications and 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 employees, consultants, clients, external users, contractors, agents, and third parties with which Customer does business.
- 13.20. “U.S. Federal Government” or “Government” means: an executive department, a military department, or any independent establishment within the meaning of 5 U.S.C.101, 102, and 104(1), respectively; any wholly owned Government corporation within the meaning of 31 U.S.C. 9101; an executive agency or any independent establishment in the legislative or judicial branch of the Government; as well as any “Eligible Ordering Activity” purchasing through a Federal Supply Schedule Contract, as defined in GSA Order OGP 4800.21 (or its successor).