

ZIP POP SOFTWARE MOBILE APPLICATION DEVELOPER PREVIEW TERMS OF USE

Please read these Software Application Developer Preview Terms of Use (these “Terms”) carefully. These Terms are between you and Okta, Inc., and its affiliates (“Okta”) and govern your access and use of and participation in Okta’s Developer Preview for Okta’s Zip Pop software mobile application for Android devices, including any updates to the application (the “Application”).

By installing or using the Application or otherwise accepting these Terms in any manner, you accept these Terms. If you are accepting these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms. If you do not have such authority or do not agree with any of these Terms, you must not install or use the Application. All references to “you” and “your” in these Terms mean the person accepting these Terms as an individual or the legal entity for which the representative is acting, as the case may be.

Please carefully review Okta’s [Privacy Policy](#) as it also governs your use of the Application and certain of Okta’s activities and is incorporated by reference into these Terms.

1. The Application.

1.1. Developer Preview Offering. The Application is a developer preview of the Okta Verify application that is generally available. Okta will make the Application available to you subject to these Terms.

1.2. Access Grant. Okta grants you a limited, revocable, non-exclusive, and non-transferable right to install, access, and use the Application in accordance with Okta’s user guides and other end user documentation for the Zip Pop application and/or Okta Verify application (collectively referred to as the “Okta Applications”) which is made available to you with the Okta Applications, as may be updated by Okta from time to time, including without limitation the materials available at <https://support.okta.com>, <https://developer.okta.com/>, and the ‘Trust and Compliance’ Documentation available at <https://www.okta.com/trustandcompliance> (“Documentation”), solely for your internal use in testing and evaluating the Application. You may not use the Application for any other purpose, including without limitation, for any commercial use, in Okta’s production environment, or for the benefit of any third party.

1.3. Supported Devices. You may only install and use the Application on Android devices.

1.4. Necessary Equipment. You will be solely responsible, at your expense, for acquiring, installing, and maintaining all connectivity equipment, hardware, third party software, and other equipment as may be necessary to connect to, access and use the Application.

1.5. Third Party Software. This Application may include some third-party software; please see the Documentation for additional notices required by our licensors.

1.6. Your Obligations. You are responsible for your and your users’ use of the Application. You shall use the Application in compliance with these Terms, the Documentation, and all applicable laws and shall not: (i) use the Application to send, store, or process personal data or other data that is subject to legal or regulatory compliance requirements; (ii) use the Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights, including but not limited to privacy rights; (iii) use the Application to store or transmit malicious code or malware, or to engage in phishing or other fraudulent activity; (iv) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or underlying trade secrets, ideas, or

algorithms of any software comprising any part of the Application; (v) lease, distribute, license, sell or otherwise commercially exploit any of the Application or make the Application available to a third party other than as contemplated in these Terms; (vi) access or attempt to access or use the Application other than through the interface that is provided by Okta, unless you have specifically been permitted to do so in a separate written agreement signed by an authorized representative of Okta; (vii) access or use the Application for the purpose of developing a competing product or service; or (viii) engage in any activity that disrupts or otherwise interferes with the Application, or the use of the same by others, as determined in Okta's sole discretion.

1.7. Support. Okta does not offer any service level agreement for the Application and Okta is not obligated to provide any maintenance or technical support for the Application.

1.8. Changes to the Application. Okta may make changes to these Terms at any time for any reason by posting a revised version or by otherwise notifying you in accordance with Section 8.2. Any access to or use of the Application after the date on which the changes take effect shall be deemed acceptance of the updated terms.

2. Confidentiality.

For the purposes of these Terms, "Confidential Information" means the Application and any information disclosed by Okta to you or your users, or any Okta information, data, software, or other materials that, under the circumstances of disclosure, would be reasonably understood to be considered confidential, including technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, marketing plans, and financial information. You will: (i) hold in strict confidence all Confidential Information; (ii) use the Confidential Information only to perform or to exercise Your rights under these Terms; and (iii) not transfer, display, convey or otherwise disclose or make available such Confidential Information to any person or entity except to your directors, officers, employees, agents, contractors, accountants, auditors and legal and financial advisors who need to know such Confidential Information, who are under confidentiality obligations substantially similar as those set forth hereunder. The handling and treatment of the Confidential Information in accordance with these Terms is your sole responsibility. You will use at least the same degree of care to protect the Confidential Information as You use to protect Your own confidential information of like nature, but you will use at least reasonable care. You may disclose the Confidential Information in response to a valid court order, law, rule, regulation, or other governmental action provided that you notify Okta in writing prior to disclosure of the information in order to provide Okta a reasonable opportunity to obtain a protective order, and you must assist Okta in any attempt to limit or prevent the disclosure of the Confidential Information. You will promptly notify Okta in the event of any unauthorized use or disclosure of the Confidential Information. You agree that Okta may have no adequate remedy at law if there is a breach or threatened breach of this Section 2 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 these Terms 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 your possession without breach of any obligation of confidentiality or restriction on disclosure at the time of disclosure by Okta.

3. Ownership and Feedback.

3.1. Okta Ownership of the Application. Except for the rights expressly granted under these Terms, Okta and its licensors retain all right, title, and interest in and to the Application, including all related

intellectual property rights inherent therein. No rights are granted to you hereunder other than as expressly set forth in these Terms.

3.2. Feedback. All suggestions, ideas, enhancement requests, feedback, recommendations, or other information (“Feedback”) provided by you to Okta relating to the Application or any of Okta’s product(s) and/or service(s) shall be non-confidential and may be used by Okta for any purpose without acknowledgement or compensation. Okta shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into its products and services any Feedback. Okta shall have no obligation to use Feedback, and you shall have no obligation to provide Feedback.

4. Disclaimer.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, UNLESS OTHERWISE SPECIFIED IN THESE TERMS, ADDITIONAL TERMS, AND/OR ANY AGREEMENT. OKTA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE APPLICATION. YOU EXPRESSLY AGREE THAT YOUR USE OF THE APPLICATION IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, OKTA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE APPLICATION.

5. Limitation of Liability.

OKTA SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO THE APPLICATION, 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 THE APPLICATION IS US\$1,000. YOU WILL BE FULLY LIABLE FOR ANY DAMAGES CAUSED BY YOUR USE OF THE APPLICATION.

6. Indemnification.

To the fullest extent permitted by applicable law, you agree to indemnify, release, and hold harmless Okta and its directors, officers, employees, and contractors for any third party claims, demands, suits, proceedings, liabilities, losses, damages, judgements, fines, or costs and expenses (including, without limitation, reasonable attorneys’ fees) arising out of or relating to: (i) your violation or alleged violation of these Terms; or (ii) your installation and use of the Application.

7. Termination.

Okta reserves the right to modify the Application, including adding, amending, suspending, or removing functionality, features, and material on the Application, and these Terms at any time, without notice. All provisions of these Terms which by their nature should survive termination shall survive the termination of your use and access to the Application, including, without limitation, provisions regarding ownership, warranty disclaimers, indemnity, and limitations of liability. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, such condition(s) shall be deemed severable and shall not affect the validity and enforceability of any remaining condition. Okta may terminate your privilege to use or access the Application immediately and without notice for any reason whatsoever. Upon such

termination, you agree to immediately cease accessing or using or attempting to access or use the Application and you agree to delete the Application from any and all of your devices. Furthermore, you acknowledge that Okta reserves the right to take action -- technical, legal, or otherwise -- to block, nullify, or deny your ability to access the Application. You understand and agree that Okta may exercise this right in its sole discretion, and this right shall be in addition to, and not in substitution for, any other rights and remedies available at law or in equity to Okta.

8. General.

8.1. Governing Law; Venue; Attorneys' Fees. These Terms 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 these Terms, the parties consent to exclusive jurisdiction and venue in the state and Federal courts located in San Francisco, California. In any action to enforce these Terms the prevailing party will be entitled to costs and attorneys' fees.

8.2. 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), if to Okta then to "legal@okta.com" with the words "Legal Notice" in the subject line.

8.3. Compliance with Laws. You will perform your activities under these Terms in compliance with all applicable laws, including all applicable export control and economic sanctions laws and regulations and anti-corruption laws, including without limitation the US Foreign Corrupt Practices Act and the UK Bribery Act. Okta retains the right to suspend or terminate these Terms immediately upon written notice if you make a false or fraudulent statement or representation, or if you otherwise violate this section.

8.4. Export Compliance. You represent that you are 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 you will not permit any users who are authorized by you to access or use the Application in any manner that would cause any party to violate any U.S. or international embargo, export control law, or prohibition.

8.5. 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.

8.6. Force Majeure; Nonperformance. 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.

8.7. Waiver and Severability. The failure of either party to enforce any provision of these Terms shall not constitute a waiver of any other provision or any subsequent breach. In the event any provision of these Terms is determined to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and all other provisions of these Terms will remain in full force and effect.

8.8. Entire Agreement. These Terms constitute the entire agreement between the parties concerning the Application, and supersedes all previous and contemporaneous agreements, proposals, or representations, oral or written, concerning the Application.