



OKTA, INC.

ENHANCED DISASTER RECOVERY COMMITMENT AND CREDIT TERMS

(last updated September 18, 2024)

These Enhanced Disaster Recovery Commitment and Credit Terms (“Terms”) are provided under Customer’s Master Subscription Agreement (or other, similarly-titled agreement that governs Customer’s use of the Okta Service) (“Agreement”) and form an exhibit to the Order Form by which Customer is purchasing a subscription for Enhanced Disaster Recovery (“Enhanced DR”), which includes Enhanced Disaster Recovery Standard and Enhanced Disaster Recovery Custom subscriptions. Capitalized terms used in these Terms that are not defined herein are defined as set forth in the Agreement, if applicable.

Definitions

“Customer Outage Event” means a period of time in which an Eligible Service is not available due to acts, omissions or requests of Customer, including without limitation (a) configuration changes in, or failures of, the Customer end of the network connection, (b) work performed by Okta at Customer’s request, (c) Customer’s unavailability or untimely response to incidents that require its participation, (d) load or penetration testing performed by Customer, or (e) any extensibility code maintained by the Customer.

“Eligible Service(s)” means Okta’s WIC Services branded as Universal Directory, Single Sign-On, Multi-Factor Authentication, Lifecycle Management, API Access Management, Directory Integration, Inbound Federation, and Social Authentication.

“Recovery Time Objective” or “RTO” means the maximum length of time that the Eligible Service(s) can be down after a Service Outage occurs.

“Service Outage” occurs when Okta identifies and validates a regional interruption to an Eligible Service and determines that the interruption must be remediated by a failover implemented pursuant to Okta’s disaster recovery plan. Examples of a Service Outage include, but are not limited to, service availability issues, traffic problems, and network issues.

“Subscription Fee” means the Fees paid by Customer for the then current annual period for Enhanced DR.

“Time to Execute Failover” means the time from when Okta begins the failover automation until the time that read-only traffic can be routed to a new failover region.

“WIC” means Okta’s Workforce Identity Cloud.

RTO Commitment

Notwithstanding anything to the contrary in the Agreement, and subject to the exclusions below, the following commitment applies to Customer’s Enhanced DR subscription: Following a Service Outage, the Recovery Time Objective is no more than five minutes to enable read-only access and no more than 24 hours for full-service restoration.

Credits

Following a Service Outage, if the Time to Execute Failover exceeds five minutes to enable read-only access, then Customer may request and receive a credit equal to an amount determined in accordance with the table below (the “Credit”). The Credit is calculated as the applicable percentage set forth below multiplied by the Subscription Fee.

Time to Execute Failover (minutes:seconds)	Credit
5:01 to 15:00	5% of Subscription Fee

15:01 to 29:59	30% of Subscription Fee
30:00 to 59:59	70% of Subscription Fee
60:00 or more	100% of Subscription Fee

Exclusions

Credits: Customer will not be entitled to a Credit if: (a) a Force Majeure Event causes the Time to Execute Failover to exceed five minutes; or (b) the Service Outage is caused by a Customer Outage Event.

Cell Add-Ons: Customer agrees that the primary location for the storage of Customer Data will be at data center(s) located in the United States, and that data processing activities may occur in other countries, as described in Okta's "Sub-Processor Information" documentation at <https://www.okta.com/trustandcompliance/>. Enhanced DR is excluded from: (i) the Service as defined within the Okta Business Associate Addendum (if applicable between Okta and Customer); (ii) any Health Insurance Portability and Accountability Act (HIPAA) or other standards applicable to the "Okta for Government Moderate" Service; and (iii) any authorizations granted under the FedRAMP program or by the U.S. Department of Defense.

Reporting and Requesting Credits

Customer agrees to promptly report any potential interruption to the Eligible Service(s) to Okta.

To request a Credit, Customer must log an incident with Okta Customer Support within five business days following a Service Outage, along with the date, time and manner in which Customer believes the Service Outage occurred. Failure to file such an incident with Okta Customer Support within five business days will forfeit the right to receive Credits.

Issuance of Credits

Credits will be issued to the entity that Okta invoices for Enhanced DR, as a separate credit memo that can be applied towards Fees payable for any subsequent term for Enhanced Disaster Recovery. For clarity, if Customer purchased Enhanced DR from an Okta Partner, Customer will receive any applicable Credits from the Okta Partner. If Customer elects not to renew its Enhanced DR subscription, any remaining Credits will be applied towards any outstanding Fees owed by Customer. In the event there are no outstanding Fees owed by Customer to Okta, Customer will be issued a refund in the amount equal to the remaining Credits due by Okta.

The Credits stated herein are Customer's sole and exclusive remedy (and Okta's sole liability) for any claims in connection with these Terms and/or the failure to meet the Recovery Time Objective set forth above.