# Data Processing Addendum

*Based on the General Data Protection Regulation (GDPR) and European Commission Decision 2010/87/EU - Standard Contractual Clauses (Processors)*

This Data Processing Addendum ("DPA") forms part of the Master Subscription Agreement (or other such titled written or electronic agreement addressing the same subject matter) between Okta and Customer for the purchase of online identity-as-a-service and access management services (including related Okta offline or mobile components) from Okta (identified collectively either as the "Service" or otherwise in the applicable agreement, and hereinafter defined as the "Service"), wherein such agreement is hereinafter defined as the "Agreement," and whereby this DPA reflects the parties' agreement with regard to the Processing of Personal Data. Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent Okta processes Personal Data for which such Authorized Affiliates qualify as the Controller. All capitalized terms not defined herein shall have the meaning set forth in the Agreement. In providing the Service to Customer pursuant to the Agreement, Okta may Process Personal Data on behalf of Customer, and the parties agree to comply with the following provisions with respect to any Personal Data.

**INSTRUCTIONS ON HOW TO EXECUTE THIS DPA WITH OKTA**

1. This DPA consists of distinct parts: this body and its set of definitions and provisions, the Standard Contractual Clauses, and Appendices 1-3.

2. This DPA has been pre-signed on behalf of Okta, Inc., as the data importer.

3. To complete this DPA, Customer must: (a) Complete the information in the signature box and sign on Page 8. (b) Complete the information as the data exporter on Page 9. (c) Complete the information in the signature box and sign on Pages 17, 19, 20 and 21.

4. Customer must send the completed and signed DPA to Okta by email, indicating the Customer's full entity name (as set out on the applicable Okta Order Form or invoice) in the body of the email, to DPA@okta.com. Upon receipt of the validly-completed DPA by Okta at this email address, this DPA shall come into effect and legally bind the parties.

**APPLICATION OF THIS DPA**

If the Customer entity signing this DPA is a party to the Agreement, then this DPA is an addendum to, and forms part of, the Agreement. In such case, the Okta entity (i.e., either Okta, Inc. or a subsidiary of Okta, Inc.) that is party to the Agreement is party to this DPA.

If the Customer entity signing this DPA has executed an Order Form with Okta or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, then this DPA is an addendum to that Order Form and applicable renewal Order Forms, and the Okta entity that is a party to such Order Form is a party to this DPA.

If the Customer entity signing this DPA is neither a party to an Order Form nor the Agreement, then this DPA is not valid and therefore is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA.

**DPA DEFINITIONS**

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the Customer entity signing this Agreement, or with Okta, Inc., as the case may be. "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.

"Authorized Affiliate" means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Service pursuant to the Agreement between Customer and Okta, but has not signed its own Order Form with Okta and is not a "Customer" as defined under the Agreement.

"CCPA" means the California Consumer Privacy Act, California Civil Code sections 1798.100 *et seq*., and its implementing regulations.

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Customer Data" means all electronic data submitted by or on behalf of Customer, or an Authorized Affiliate, to the Service.

"Data Protection Laws and Regulations" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom, and the United States and its states, applicable to the Processing of Personal Data under the Agreement.

"Data Subject" means the identified or identifiable person to whom Personal Data relates.

"GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"Personal Data" means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.

"Processing" (including its root word, "Process") means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Processor" means the entity which Processes Personal Data on behalf of the Controller.

"Trust & Compliance Documentation" means the Documentation applicable to the specific Service purchased by Customer, as may be updated periodically, and accessible via Okta's website at www.okta.com/agreements , or as otherwise made reasonably available by Okta.

"Okta" means the Okta entity which is a party to this DPA, as specified in the section "Application of this DPA" above, being Okta, Inc., a company incorporated in Delaware and its primary address as 100 First Street, San Francisco California 94105, USA, or an Affiliate of Okta, as applicable.

"Okta Group" means Okta and its Affiliates engaged in the Processing of Personal Data.

"Standard Contractual Clauses" means the agreement executed by and between Customer and Okta and included herein, pursuant to the European Commission's decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

"Sub-processor" means any Processor engaged by Okta or a member of the Okta Group.

"Supervisory Authority" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

**DPA TERMS**

Okta and the signatory below at the address below ("Customer") hereby enter into this DPA effective as of the last signature date below. This DPA is incorporated into and forms part of the Agreement.

1. **Provision of the Service.** Okta provides the Service to Customer under the Agreement. In connection with the Service, the parties anticipate that Okta may Process Customer Data that contains Personal Data relating to Data Subjects.

2. **The Parties' Roles.** The parties agree that with regard to the Processing of Personal Data, Customer is the Controller, Okta is the Processor, and that Okta or members of the Okta Group will engage Sub-processors pursuant to the requirements of this DPA.

3. **Customer Responsibilities.** Customer shall, in its use of the Service, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations, including any applicable requirements to provide notice to Data Subjects of the use of Okta as Processor. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer specifically acknowledges that its use of the Service will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data, to the extent applicable under the CCPA.

4. **Processing Purposes.** Okta shall keep Personal Data confidential and shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Users in their use of the Service; and (iii) Processing to comply with other documented, reasonable instructions provided by Customer (for example, via email) where such instructions are consistent with the terms of the Agreement. Okta shall not be required to comply with or observe Customer's instructions if such instructions would violate the GDPR or other EU law or EU member state data protection provisions.

5. **Scope of Processing.** The subject-matter of Processing of Personal Data by Okta is the performance of the Service pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Appendix 1 to this DPA.

6. **Data Subject Requests.** To the extent legally permitted, Okta shall promptly notify Customer if Okta receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("Data Subject Request"). Factoring into account the nature of the Processing, Okta shall assist Customer by appropriate organizational and technical measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Service, does not have the ability to address a Data Subject Request, Okta shall, upon Customer's request, provide commercially-reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent that Okta is legally authorized to do so, and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Okta's provision of such assistance.

7. **Okta Personnel.** Okta shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training regarding their responsibilities, and have executed written confidentiality agreements. Okta shall take commercially-reasonable steps to ensure the reliability of any Okta personnel engaged in the Processing of Personal Data. Okta shall ensure that Okta's access to Personal Data is limited to those personnel assisting in the provision of the Service in accordance with the Agreement.

8. **Data Protection Officer.** Members of the Okta Group have appointed a data protection officer. The appointed person may be reached at privacy@okta.com.

9. **Okta's Sub-processors.** Customer has instructed or authorized the use of Sub-processors to assist Okta with respect to the performance of Okta's obligations under the Agreement and Okta agrees to be responsible for the acts or omissions of such Sub-processors to the same extent as Okta would be liable if performing the services of the Sub-processors under the terms of the Agreement. Upon written request of the Customer, Okta will provide to Customer a list of its then-current Sub-processors. Customer acknowledges and agrees that (a) Okta's Affiliates may be retained as Sub-processors; and (b) Okta and Okta's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the

Service. On Okta's Agreements webpage (accessible via www.okta.com/agreements under the "Trust & Compliance Documentation" link), Customer may find a mechanism to subscribe to notifications of new Sub-processors for each applicable Service, to which Customer shall subscribe, and if Customer subscribes, Okta shall provide notification of a new Sub-processor(s) before authorizing any new Sub-processor(s) to process Personal Data in connection with the provision of the applicable Service. In order to exercise its right to object to Okta's use of a new Sub-processor, Customer shall notify Okta promptly in writing within ten (10) business days after receipt of Okta's notice in accordance with the mechanism set out above. In the event Customer objects to a new Sub-processor, and that objection is not unreasonable, Okta will use reasonable efforts to make available to Customer a change in the Service or recommend a commercially-reasonable change to Customer's configuration or use of the Service to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If Okta is unable to make available such change within a reasonable time period, which shall not exceed thirty (30) days, Customer may terminate the applicable Order Form(s) with respect only to those aspects of the Service which cannot be provided by Okta without the use of the objected-to new Sub-processor by providing written notice to Okta. Okta will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Service. The parties agree that the copies of the Sub-processor agreements that must be provided by Okta to Customer pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Okta beforehand; and, that such copies will be provided by Okta, in a manner to be determined in its discretion, only upon request by Customer.

10. **Liability for Sub-processors.** Okta shall be liable for the acts and omissions of its Sub-processors to the same extent Okta would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

11. **Security Measures.** Okta shall maintain appropriate organizational and technical measures for protection of the security (including protection against unauthorized or unlawful Processing, and against unlawful or accidental destruction, alteration or damage or loss, unauthorized disclosure of, or access to, Customer Data), confidentiality, and integrity of Customer Data, as set forth in Okta's applicable Trust & Compliance Documentation. Okta regularly monitors compliance with these measures. Okta will not materially decrease the overall security of the Service during a subscription term.

12. **Third-Party Certifications and Audit Results.** Okta has attained the third-party certifications and audit results set forth in the Trust & Compliance Documentation. Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, Okta shall make available to Customer a copy of Okta's then most recent third-party certifications or audit results, as applicable.

13. **Notifications Regarding Customer Data.** Okta has in place reasonable and appropriate security incident management policies and procedures, as specified in the Trust & Compliance Documentation and shall notify Customer without undue delay after becoming aware of the unlawful or accidental destruction, alteration or damage or loss, unauthorized disclosure of, or access to, Customer Data, including Personal Data, transmitted, stored or

otherwise Processed by Okta or its Sub-processors of which Okta becomes aware (hereinafter, a "Customer Data Incident"). Okta shall make reasonable efforts to identify the cause of such Customer Data Incident, and take those steps as Okta deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident, to the extent that the remediation is within Okta's reasonable control. The obligations set forth herein shall not apply to incidents that are caused by either Customer or Customer's Users.

14. **Return of Customer Data.** Okta shall return Customer Data to Customer and, to the extent allowed by applicable law, delete Customer Data in accordance with the procedures and time periods specified in the Trust & Compliance Documentation, unless the retention of the data is requested from Okta according to mandatory statutory laws.

15. **Authorized Affiliates.** The parties agree that, by executing the DPA, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliate(s), thereby establishing a separate DPA between Okta and each such Authorized Affiliate, subject to the provisions of the Agreement. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. An Authorized Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Service by Authorized Affiliate(s) must comply with the terms and conditions of the Agreement and any violation thereof by an Authorized Affiliate shall be deemed a violation by Customer.

16. **Communications.** The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Okta under this DPA, and shall be entitled to transmit and receive any communication in relation to this DPA on behalf of its Authorized Affiliate(s).

17. **Exercise of Rights.** Where an Authorized Affiliate becomes a party to the DPA, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Okta directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA in a combined manner for all of its Authorized Affiliates together, instead of doing so separately for each Authorized Affiliate.

18. **Liability.** Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and Okta, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together. Okta's and its Affiliates' total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this Agreement, including by Customer and all Authorized Affiliates, and shall not be understood to apply individually and severally to Customer and/or to any

Authorized Affiliate that is a contractual party to any such DPA. Each reference to the DPA herein means this DPA including its Appendices.

19. **GDPR.** Okta will Process Personal Data in accordance with the GDPR requirements directly applicable to Okta's provision of the Service.

20. **APEC Privacy Recognition for Processors.** Okta has obtained APEC Privacy Recognition for Processors ("PRP") certification and shall Process Personal Data submitted to the Service as listed in Okta's PRP certification, which Okta makes available online at https://www.okta.com/trustandcompliance.

21. **Data Protection Impact Assessment.** Upon Customer's request, Okta shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Service, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Okta. Okta shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 21 of this DPA, to the extent required under the GDPR.

22. **Standard Contractual Clauses.** The Standard Contractual Clauses apply to (i) the legal entity that has executed the Standard Contractual Clauses as a data exporter and its Authorized Affiliates and, (ii) all Affiliates of Customer established within the European Economic Area, Switzerland and the United Kingdom, which have signed Order Forms for the Service. For the purpose of the Standard Contractual Clauses the aforementioned entities shall be deemed "data exporters."

23. **Customer's Processing Instructions.** This DPA and the Agreement are Customer's complete and final instructions at the time of signature of the Agreement to Okta for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Customer to process Personal Data: (a) Processing in accordance with the Agreement and applicable Order Form(s); (b) Processing initiated by Users in their use of the Service and (c) Processing to comply with other reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

24. **Audits.** The parties agree that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications: following Customer's written request, and subject to the confidentiality obligations set forth in the Agreement, Okta shall make available to Customer information regarding the Okta Group's compliance with the obligations set forth in this DPA in the form of the third-party certifications and audits set forth in the Trust & Compliance Documentation, to the extent that Okta makes them generally available to its customers. Customer may contact Okta in accordance with the "Notices" Section of the Agreement to request an on-site audit of the procedures relevant to the protection of Personal Data. Customer shall reimburse Okta for any time expended for any such on-site audit at the Okta Group's then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and Okta shall

mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Okta. Customer shall promptly notify Okta and provide information about any actual or suspected non-compliance discovered during an audit. The provision in this section shall by no means derogate from or materially alter the provisions on audits as specified in the Standard Contractual Clauses.

25. **Data Deletion.** The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by Okta to Customer only upon Customer's request.

26. **Order of Precedence.** This DPA is incorporated into and forms part of the Agreement. For matters not addressed under this DPA, the terms of the Agreement apply. With respect to the rights and obligation of the parties vis-à-vis each other, in the event of a conflict between the terms of the Agreement and this DPA, the terms of this DPA will control. In the event of a conflict between the terms of the DPA and the Standard Contractual Clauses, the Standard Contractual Clauses will prevail.

| | |
|---|---|
| Agreed by Customer: | Agreed by Okta, Inc.: |
| Signature: _____ | Signature: Jon Runyan |
| By: _____ | By: Jon Runyan |
| Title: _____ | Title: General Counsel |
| Date: _____ | Date: |

# Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: .....

Address: .....

Tel.:.....; fax: .....; e-mail:.....

(the data **exporter**)

And

Name of the data importing organisation: Okta, Inc.

Address: 100 First Street, San Francisco, California 94105

Tel.:1-800-219-0964; fax: 1-415-358-4669; e-mail: dpa@okta.com

(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

*Clause 1*

***Definitions***

For the purposes of the Clauses:

(a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) '*the data exporter'* means the controller who transfers the personal data;

(c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) '*the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

*Clause 2*

***Details of the transfer***

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

*Clause 3*

***Third-party beneficiary clause***

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

*Clause 4*

***Obligations of the data exporter***

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

*Clause 5*

***Obligations of the data importer***

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it

will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii) any accidental or unauthorised access, and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

*Clause 6*

***Liability***

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

   The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

*Clause 7*

***Mediation and jurisdiction***

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

   (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

   (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

*Clause 8*

***Cooperation with supervisory authorities***

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

*Clause 9*

***Governing Law***

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

*Clause 10*

***Variation of the contract***

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

*Clause 11*

***Subprocessing***

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the

Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses[1]. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

*Clause 12*

***Obligation after the termination of personal data processing services***

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

[1] This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

**On behalf of the data exporter:**

Name (written out in full):

Position:

Address:

Signature…….

**On behalf of the data importer:**

Name (written out in full): Jon Runyan

Position: General Counsel

Address: 100 First Street, San Francisco, California 94105, USA

Signature……. Jon Runyan ……

## APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

**Data exporter**

The data exporter is (please specify briefly your activities relevant to the transfer):

Data exporter is the legal entity that has executed the Data Processing Addendum based on the Standard Contractual Clauses as a Data Exporter established within the European Economic area and Switzerland that have purchased the Service on the basis of one or more Order Form(s).

**Data importer**

The data importer is (please specify briefly activities relevant to the transfer):

Data importer, Okta, Inc., is an identity and access management cloud service provider which Processes Personal Data, where such data is Customer Data, upon the instruction of the data exporter in accordance with the terms of the Agreement and the Data Processing Addendum.

**Data subjects**

The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit Personal Data to the Service, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Customers, business partners, and vendors of the data exporter (who are natural persons)
- Employees or contact persons of data exporter customers, business partners, and vendors
- Employees, agents, advisors, contractors, or any user authorized by the data exporter to use the Service (who are natural persons)

**Categories of data**

The Personal Data transferred concern the following categories of data (please specify):

Data exporter may submit Personal Data to the Service, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of personal data:

- First and last name
- Business contact information (company, email, phone, physical business address)

- Personal contact information (email, cell phone)
- Title
- Position
- Employer
- ID data
- Professional life data
- Personal life data (in the form of security questions and answers)
- Connection data
- Localization data

**Special categories of data (if appropriate)**

The Personal Data transferred concern the following special categories of data (please specify):

Data exporter may submit special categories of data to the Service, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include Personal Data concerning health information.

**Processing operations**

The Personal Data transferred will be subject to the following basic processing activities (please specify):

The objective of Processing of Personal Data by the data importer is the performance of the Service pursuant to the Master Subscription Agreement.

DATA EXPORTER

Name…….……

Authorised Signature ……

DATA IMPORTER

Name: Jon Runyan

Authorised Signature Jon Runyan

## APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

**1. Technical and Organizational Security Measures**

Okta shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, including Personal Data, as set forth in the Trust & Compliance Documentation. Okta regularly monitors compliance with these safeguards. Okta will not materially decrease the overall security of the Service during a subscription term.

DATA EXPORTER

Name…….……

Authorised Signature ……

DATA IMPORTER

Name: Jon Runyan

Authorised Signature Jon Runyan

## APPENDIX 3 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties. The list of Sub-processors approved by the data importer as of the effective date of the DPA is as set forth below:

| Sub-processor | Description of Processing |
|---|---|
| Amazon Web Services, Inc. | Hosting |
| Splunk, Inc. | Business analytics |
| salesforce.com, inc. | Service Cloud (Support & Maintenance ticketing process) |
| Twilio, Inc. | SMS authenticator |
| S.C. Computer Generated Solutions Romania S.R.L., a subsidiary of Computer Generated Solutions, Inc. (USA) | 24x7 customer support team |
| SendGrid, Inc. | Notifications |
| AppDynamics, Inc. | Application performance management |
| Telesign Corporation | SMS authenticator |
| Sykes Enterprises, Inc. | 24x7 customer support team |

Depending on the geographic location of Customer or its Users, and the nature of the Service provided, Okta may also engage one or more of the following Affiliates as Sub-processors to deliver some or all of the Service provided to Customer:

| Sub-processor | Entity Type |
|---|---|
| Okta UK LTD (United Kingdom) | Okta Affiliate |
| Okta Australia PTY Limited (Australia) | Okta Affiliate |
| Okta Software Canada, Inc. (Canada) | Okta Affiliate |
| Okta France SAS (France) | Okta Affiliate |
| Okta GmbH (Germany) | Okta Affiliate |
| Okta Identity Netherlands BV (Netherlands) | Okta Affiliate |
| Okta SG Pte. Ltd. (Singapore) | Okta Affiliate |
| Okta Japan K.K. (Japan) | Okta Affiliate |

DATA EXPORTER

Name……

Authorised Signature ……

DATA IMPORTER

Name: Jon Runyan

Authorised Signature Jon Runyan