

MASTER SERVICE AGREEMENT

This Master Service Agreement (this “**Agreement**”) is entered into as of the **Effective Date** (defined below) by and between Okta, Inc., with its offices at 100 First Street, Suite 600, San Francisco, CA 94105 (“**Okta**”), and your organization (“**Customer**”).

1. DEFINITIONS

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement or an Order Form.

“**Access Point**” means the login credentials, API token, or other mechanism by which Customer provides Okta with access to a Customer Environment.

“**Affiliate**” means, with respect to an entity, any entity or person which directly or indirectly controls, is controlled by, or is under common control with that entity.

“**Beta Features**” means any Service features, functionality, or services which Okta may make available to Customer to try at no additional cost, and which are designated as beta, trial, non-production or another similar designation.

“**Connection Data**” means Access Point tokens / keys, usernames, IP addresses, IP address-derived geolocation, and user agent data associated with Monitored Identities.

“**Control Plane Data**” means control plane data regarding the monitored environment, such as commands that have been executed to add, modify, or delete settings within the monitored environment and excludes, for example, any data packets within the monitored environment.

“**Customer Data**” means Connection Data, Control Plane Data, and other electronic data submitted by or on behalf of Customer to the Service.

“**Customer Environment**” means a computing environment (such as an AWS instance) owned or controlled by Customer, to which Customer provides Okta with access via an Access Point so Okta can provide the Service.

“**Documentation**” means the written or online documentation regarding the Service made available by Okta.

“**Effective Date**” means the earlier of the last date this Agreement is executed or the first date of Customer’s access or use of the Service in any manner, as applicable.

“**Monitored Identity**” means a single human-managed or software-managed user identity within a Customer Environment.

“**Order Form**” means each order document submitted to Okta by Customer or a reseller and accepted by Okta to purchase a Subscription to the Service in accordance with this Agreement, setting forth the start date and end date of the Subscription Term, the Service being purchased, and agreed upon pricing. Upon execution, each Order Form is incorporated herein by reference.

“**Service**” means Okta’s proprietary software-as-a-service solution for use by Customer for the purpose of detecting and understanding cloud security threats. The Service includes the Documentation, and all modifications, updates, and upgrades thereto and derivative works thereof.

“**Service Level Agreement**” means the Service Level Agreement attached hereto as Exhibit A.

“**Subscription**” has the meaning ascribed to it in Section 2.1.

“**Subscription Term**” means the length of the Subscription set forth on the applicable Order Form.

“**Support**” means the technical support services set forth on Exhibit B.

“**Users**” means individuals or entities that are authorized by Customer to use the Service.

2. ACCESS TO AND USE OF SERVICES

2.1 Right to Access and Use Service. Subject to the terms of this Agreement, Okta grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Subscription Term to use the Service described in the applicable Order Form for up to the number of Monitored Identities and other usage limits identified on the Order Form (together, the “**Subscription**”).

2.2 Restrictions. Customer will not: (i) access (or allow a third party to access) the Service in order to monitor the availability, security, performance, or functionality of the Service, or benchmark the Service, for any competitive purposes without Okta’s express written consent; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit or make the Service available to any third party; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Service, or any of their components; (iv) use the Service to conduct any fraudulent, malicious, or illegal activities (each of (i) through (iv), a “**Prohibited Use**”).

2.3 Access Points. For Okta to provide the Service, Customer must configure an Access Point to each applicable Customer Environment. It is Customer’s responsibility to properly configure Access Points to provide the minimum access necessary for the Service to function (e.g., read-only access to Control Plane Data). Okta will not be responsible for misconfigured Access Points.

2.4 Beta Features. Beta Features made available by Okta are provided to Customer for testing purposes only. Okta makes no commitments to provide Beta Features in any future versions of the Service. Customer is not obligated to use Beta Features. Okta may immediately and without notice remove Beta Features for any reason without liability to Customer. Notwithstanding anything to the contrary in this Agreement, Okta does not provide Support for Beta Features. All Beta Features are provided “AS IS” without warranty of any kind.

3. OKTA OBLIGATIONS

3.1 General. Okta is responsible for providing the Service in conformance with this Agreement, the Order Form(s), and applicable Documentation.

3.2 Availability. Okta uses commercially reasonable efforts to ensure that the Service is available in accordance with the terms of the Service Level Agreement set forth in Exhibit A, which sets forth Customer’s remedies for any interruptions in the availability of the Service.

3.3 Support. If Customer experiences any errors, bugs, or other issues in its use of the Service, then Okta will provide Support as set forth in Exhibit B. The fee for Support is included in the cost of the subscription set forth on the Order Form.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and will continue for as long as there is an active Subscription (the “**Term**”).

4.2 Termination for Cause. Either party may terminate this Agreement or any active Subscription for cause (i) following written notice to the other party of a material breach if such breach

remains uncured 30 days after the date of the notice; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

4.3 Effect of Termination. If Customer terminates this Agreement or any active Subscription in accordance with Section 4.2 for Okta's breach, then Customer will be entitled to a refund equal to the pro rata portion of any unused, prepaid fees allocable to the remaining Subscription Term.

4.4 Survival. The following provisions will survive any expiration or termination of the Agreement: Sections 6; 7; 9; 12; and 14.

5. FEES AND PAYMENT

5.1 Fees. Customer will pay the fees for the Subscription set forth on the applicable Order Form. Following execution of the Order Form, Okta will submit an invoice to Customer for the Subscription, and payment will be due within thirty (30) days of the invoice date unless different terms are set forth on the Order Form (the "**Due Date**").

5.2 Taxes. The fees payable hereunder are exclusive of any sales taxes (unless included on the invoice), or similar governmental sales tax type assessments, excluding any income or franchise taxes on Okta (collectively, "**Taxes**") with respect to the Service provided to Customer. Unless Customer provides Okta with a valid exemption certificate, Customer is solely responsible for paying all Taxes associated with or arising from this Agreement.

5.3 Over-subscription. If Customer uses the Service in excess of the number of Monitored Identities or other usage limits specified on the applicable Order Form, and the excess number remains in use for more than 30 days, then Customer will sign an Order Form for, or pay Okta for, the excess at the per-unit price indicated on the most recent Order Form during each month that the excess remains in use for at least one day.

6. CONFIDENTIALITY

6.1 Confidential Information. Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") constitutes the Disclosing Party's confidential and proprietary information ("**Confidential Information**"). Okta's Confidential Information includes the Service and any information conveyed to Customer in connection with Support. Customer's Confidential Information includes Customer Data. Confidential Information does not include information which is (i) already known by the Receiving Party without an obligation of confidentiality other than pursuant to this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (iii) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6.2 Confidentiality Obligations. Each party will use the Confidential Information of the other party only as necessary to perform its obligations under this Agreement, will not disclose the Confidential Information to any third party, and will protect the confidentiality of the Disclosing Party's Confidential Information with the same standard of care as the Receiving Party uses or would use to protect its own Confidential Information, but in no event will the Receiving Party use less than a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other party's Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein (each, a "**Representative**"). Each party shall be responsible for any breach of confidentiality by any of its Representatives.

6.3 Additional Exclusions. A Receiving Party will not violate its confidentiality obligations if it

discloses the Disclosing Party's Confidential Information if required by applicable laws, including by court subpoena or similar instrument so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure so as to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.

7. DATA PROCESSING & PROTECTION

7.1 Data Processing. Okta uses Customer Data during the Term to develop, maintain, and improve the Service, and to provide the Service to Customer, and Customer grants Okta a limited license to do so.

7.2 Security. Okta maintains reasonable physical, technical, and administrative safeguards in order to protect Customer Data and assist Customer with securing its own account in its use of the Service, and will make its most recent SOC 2 Type II report available for Customer's review upon request. Okta will process Customer Data only for the purposes set forth in this Agreement.

7.3 Data Retention & Deletion. Except as required by law or legal process, Okta will delete all Customer Data from its systems within 30 days of, and all reports and analyses generated by Okta one year after, expiration or termination of the Order Form, unless Customer requests that they be deleted sooner. Requests to retain Customer Data for longer may incur an additional fee to be agreed upon in an addendum or additional Order Form.

8. OWNERSHIP

8.1 Okta Property. Okta owns and retains all right, title, and interest in and to the Service. Except for the limited rights granted to Customer in Section 2.1, Okta does not by means of this Agreement or otherwise transfer any rights in the Service to Customer, and Customer will take no action inconsistent with Okta's intellectual property rights in the Service.

8.2 Feedback. Customer may provide comments, suggestions and recommendations to Okta regarding the Service such as modifications, enhancements, improvements and other changes (collectively, "**Feedback**"). Okta may freely use and exploit any such Feedback without any obligation to Customer.

8.3 Customer Property. Customer owns and retains all right, title, and interest in and to the Customer Data, and does not by means of this Agreement or otherwise transfer any rights in the Customer Data to Okta, except for the limited license set forth in Section 7.1.

9. REPRESENTATIONS AND WARRANTIES

9.1 Mutual Representations and Warranties. Each party represents and warrants it has validly entered into this Agreement and has the legal power to do so.

9.2 Limited Warranty. Okta warrants that the Service will (i) conform with the Documentation, and (ii) be provided in a manner consistent with generally accepted industry standards.

9.3 Disclaimer. WITH THE EXCEPTION OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 9, THE SERVICE AND BETA FEATURES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. OKTA AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSES, AND NON-INFRINGEMENT. OKTA DOES NOT WARRANT THAT THE SERVICE OR BETA FEATURES (A) ARE ERROR-FREE, (B)

WILL PERFORM UNINTERRUPTED, OR (C) WILL MEET CUSTOMER'S REQUIREMENTS.

10. INSURANCE

10.1 Okta will maintain in full force and effect during the Term:

- (a) Commercial general liability insurance on an occurrence basis for bodily injury, death, property damage, and personal injury, with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage;
- (b) Worker's compensation insurance as required by applicable law; and
- (c) Technology Errors & Omissions and Cyber-risk on an occurrence or claims-made form, for limits of not less than \$5,000,000 annual aggregate covering liabilities for financial loss resulting or arising from acts, errors or omissions in the rendering of the Service, or from data damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, virus transmission, denial of service, and violation of privacy from network security failures in connection with the Service.

10.2 Insurance carriers will be rated A-VII or better by A.M. Best. In no event will the foregoing coverage limits affect or limit in any manner Okta's contractual liability for indemnification or any other liability of Okta under this Agreement.

11. INDEMNIFICATION

11.1 By Okta. Okta will indemnify, defend, and hold Customer, its Affiliates, and their respective owners, directors, members, officers, and employees (collectively, "**Customer Indemnitees**") harmless from and against any claim, action, demand, suit or proceeding made or brought by a third party (each a "**Claim**") against any of the Customer Indemnitees alleging that Customer's use of the Service infringes or misappropriates any patent, trademark, copyright, or any other intellectual property of such third party. Okta will pay any settlement of such Claim, and any damages finally awarded against any Customer Indemnitees by a court of competent jurisdiction as a result of any such Claim, so long as Customer (i) gives Okta prompt written notice of the Claim, (ii) gives Okta sole control of the defense and settlement of the Claim (provided that Okta may not settle any Claim without the Customer Indemnitee's written consent, which will not be unreasonably withheld), and (iii) provides to Okta all reasonable assistance, at Okta's request and expense. If Customer's right to use the Service hereunder is, or in Okta's opinion is likely to be, enjoined as the result of a Claim, then Okta may, at Okta's sole option and expense procure for Customer the right to continue using the Service under the terms of this Agreement, or replace or modify the Service so as to be non-infringing and substantially equivalent in function to the claimed infringing or enjoined Service. Okta will have no indemnification obligations under this Section 11.1 to the extent that a Claim is based on or arises from: (a) use of the Service in a manner other than as expressly permitted in this Agreement; (b) any alteration or modification of the Service except as expressly authorized by Okta; (c) the combination of the Service with any other software, product, or services (to the extent that the alleged infringement arises from such combination) not specifically authorized by Okta or otherwise necessary for the Customer to use the Service; or (d) where the Claim arises out of specifications provided by Customer. This Section 11.1 sets forth Okta's sole and exclusive liability, and Customer's exclusive remedies, for any Claim of infringement or misappropriation of intellectual property.

11.2 By Customer. Customer will indemnify, defend, and hold harmless Okta, its Affiliates, and their respective owners, directors, members, officers, and employees (together, the "**Okta Indemnitees**") from and against any Claim against the Okta Indemnitees related to (i) Customer's or a User's engaging in a Prohibited Use, and (ii) any grossly negligent acts or omissions of its Users. Customer will pay any settlement of and any damages finally awarded against any Okta Indemnitee by a court of competent jurisdiction as a result of any such Claim so long as Okta (a) gives Customer prompt written notice of the

Claim, (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Okta's prior written consent which will not be unreasonably withheld), and (c) provides to Customer all reasonable assistance, at Customer's request and expense.

12. LIMITATIONS OF LIABILITY

12.1 NEITHER PARTY, NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR REPRESENTATIVES OF ANY OF THEM, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, THAT MAY ARISE OUT OF THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, SERVICES LIABILITY OR OTHERWISE.

12.2 EXCEPT FOR LIABILITY OF A PARTY WHICH CANNOT BE LIMITED UNDER APPLICABLE LAW, INCLUDING GROSS NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL MISCONDUCT, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES TO OKTA, OR AUTHORIZED RESELLER FOR THE SERVICE, GIVING RISE TO THE LIABILITY IN THE TWELVE (12)-MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES.

13. RESELLER ORDERS

This Section applies to the extent that Customer orders the Service from an authorized reseller pursuant to an agreement with the reseller (a "**Reseller Order**"). With respect to Reseller Orders: (a) references to "Order Form" in this Agreement mean the applicable Reseller Order; (b) invoicing and payment of fees and taxes will be handled pursuant to the Reseller Order, with fees and taxes, where applicable, paid directly to the reseller; (c) any credits or refunds owed by Okta will be provided to the reseller and not to the Customer; and (d) Okta will have no responsibility or liability with respect to the reseller's failure to make payments to Customer. No additional terms in any Reseller Order will apply to Okta and this Agreement will prevail in the event of any conflict between it and any Reseller Order.

14. MISCELLANEOUS

14.1 Customer and Okta are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Okta.

14.2 Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. If any provision of this Agreement is found unenforceable, this Agreement will be construed as if it had not been included.

14.3 All notices related to this Agreement shall be in writing and will be effective upon the day of sending to the designated email address for Okta or Customer, as applicable. Billing-related notices to Customer may be provided by email to the relevant billing contact designated by Customer, and all other Service-related notices to Customer will be made to the relevant system administrator designated by Customer in the same manner and at the same cadence made to other similarly situated Okta customers. Notwithstanding the foregoing, all Legal Notices (as defined below) related to this Agreement shall be in writing and will be effective upon: (a) personal delivery, or (b) one (1) business day after deposit with a recognized overnight courier for U.S. deliveries, or three (3) business days for international deliveries. In addition, Legal Notices under this Agreement must also include an email copy sent, if to Okta, to

legal@okta.com with “Legal Notice” clearly set forth in the subject line, or if to Customer, to the email address on the applicable Order Form or of the Service system administrator designated by Customer, with the words “Legal Notice” clearly set forth in the subject line. As used herein, “Legal Notices” means notices of termination or claim for indemnification under this Agreement.

14.4 This Agreement is governed by the laws of California without reference to conflicts of law rules. For any dispute relating to this Agreement, the parties consent to personal jurisdiction and the exclusive venue of the courts in San Francisco County, California.

14.5 Neither party may assign this Agreement without the prior, written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets.

14.6 This Agreement is the entire agreement between Customer and Okta and supersedes all prior agreements and understandings concerning the subject matter hereof and may not be amended or modified except by a writing signed by both parties. The parties agree that any term or condition stated in Customer’s purchase order or in any other Customer’s order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form between Okta and Customer, (2) this Agreement, and (3) the Documentation.

EXHIBIT A

SERVICE LEVEL AGREEMENT (“SLA”)

1. **Service Level Commitment.** During any given full calendar month of the Subscription Term, Availability of the Service in Customer’s production environment will be 99.99% (“Availability Commitment”). Availability Commitments do not apply to sandbox, Beta Features and other pre-production environments.

The Availability % of the Service for a given month will be calculated as follows (rounded to the nearest one hundredth of one percent):

$$\text{Availability \%} = 100\% \times \frac{\text{Total Minutes in the Month} - \text{Total Minutes Unavailable in the Month}}{\text{Total Minutes in the Month}}$$

Unavailability:

The Service will, subject to the SLA limitations set forth below, be considered unavailable only if the Service does not repeatedly respond with a valid response code to a valid authentication or authorization HTTPS request (“Unavailable”).

The Service will not be deemed Unavailable for any downtime or outages relating to a Customer Outage Event, equipment, applications, interfaces, integrations, systems not owned or managed by Okta, service not offered by Okta, events invoking Okta’s disaster recovery plan, or are caused by riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, earthquakes, or any other causes that are beyond Okta’s reasonable control.

2. **Service Level Credits.** If Availability of the Service is less than the Availability Commitment, then Customer may request and receive a service level credit equal to an amount determined in accordance with the table below (“SLA Credit”). The SLA Credit is calculated as the applicable percentage outlined below multiplied by the annual subscription fee paid by Customer for the then current annual period divided by twelve (12). Customer will not be eligible to receive an SLA Credit if Customer’s account is delinquent.

<u>Availability %</u>	<u>Service Level Credit</u>
98.5% – 99.98%	5%
97% - 98.49%	10%
< 97%	20%

3. **Customer Must Request Service Credit.** In order to receive SLA Credit, Customer must notify Okta within ten (10) days from the time Customer becomes eligible to receive a SLA Credit under the terms of this Agreement by logging a Support ticket. Failure to comply with this requirement will forfeit Customer’s right to receive SLA Credit.

4. **Exclusions.** The Availability Commitment does not apply to any performance issues resulting from (i) Customer’s equipment or third party equipment or service (e.g. Customer’s internet connection); (ii) work performed by Okta at Customer’s request; (iii) Customer’s unavailability or untimely response to incidents that require its participation for source identification and/or resolution; (iv) load or penetration testing performed by Customer; (v) any extensibility code maintained by the Customer; or (vi) resulting from Customer’s violation of the Agreement.

5. **Exclusive Remedy.** This Service Level Agreement sets forth Customer’s sole and exclusive remedy for any failure by Okta to meet the Availability Commitment.

EXHIBIT B
SUPPORT SERVICES

This Support Exhibit sets forth the terms on which Okta provides technical Support to Customer (the “Support Exhibit”).

1. Definitions

“**Error**” means a failure of the Service to conform to the published specifications, resulting in the inability to use, or material restriction in the use of, the Service.

“**Escalation**” means the process by which Okta will work continuously, and at multiple levels of its organization, to resolve an Error if not resolved within the specified Resolution Time set forth in Section 4, below

“**Start Time**” means the time at which Okta first becomes aware of an Error during Okta’s regular business hours, following initiation of a Support case by Customer in accordance with Sections 2 and 3, below.

2. General. During a Subscription Term, Okta will provide the Support described in this Support Exhibit. Okta provides Support during normal business hours (9am – 5pm, Pacific time, Monday - Friday).

3. Contacts. Customer may initiate a Support case by contacting support at support@permiso.io. Customer may initiate an unlimited number of Support cases.

4. Priority Levels and Timeframes. Okta will establish the Priority Level of an Error and the corresponding Support case in its sole discretion and will use its best efforts to adhere to the Response Times and Resolution Times set forth below. If an Error is not addressed within the Resolution Time set forth below, Okta will commence an Escalation.

Priority Level	Description	Target Response Time	Target Resolution Time
1	Major Impact: Service is inoperable or the performance of the Service is so severely reduced that Customer cannot reasonably continue to use the Service because of the Error, the Error cannot be circumvented with a workaround, and it affects Customer’s ability to perform its business.	2 hours	8 hours
2	Moderate Impact: Performance is significantly degraded such that Customer’s use of the Service is materially impaired, but the Error can be circumvented with a workaround.	4 hours	24 hours
3	Minor Impact: Customer is experiencing a performance, operational, or functional issue in its use of the Service that can be circumvented with a workaround, and the Error causes only minimal impact to the Customer’s ability to use the Service.	24 hours	3 days
4	General Questions: No issue with performance or operation of the Service. These include standard questions on the API configuration, dashboard functionality, enhancement requests, or documentation clarification.	3 days	7 days

5. Conditions, Exclusions, and Termination.

a. Conditions. Okta’s obligation to provide Support is conditioned upon the following: (i) Customer makes reasonable efforts to solve the Error after consulting with Okta; (ii) Customer provides Okta with sufficient information and resources to correct the Error, as well as any and all

assistance reasonably requested by Okta; and (iii) Customer procures, installs, and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to access and operate the Service.

b. Exclusions. Okta is not obligated to provide Support in the following situations: (i) the problem is caused by Customer's negligence, hardware malfunction, or other causes beyond the reasonable control of Okta; (ii) the problem is with third party software not licensed through Okta; or (iii) Customer fails to pay any amount that is payable to Okta within the timeframe for payment specified in the Agreement.

c. Termination. Okta reserves the right to conclude its performance of a Support case when, in its reasonable discretion, Okta determines that it has provided a satisfactory resolution or workaround to the Error.