



**OKTA, INC.**

**ENHANCED DISASTER RECOVERY COMMITMENT AND CREDIT TERMS**

(last updated February 12, 2026)

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.

<b>Time to Execute Failover (minutes:seconds)</b>	<b>Credit</b>
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
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**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 hereby acknowledges and agrees that: (a) the primary storage location for Customer Data shall be maintained at data center facilities located within the geographic region where Customer's cell resides; and (b) notwithstanding the foregoing, data processing activities may occur in other countries or jurisdictions, as more fully described in Okta's "Sub-Processor Information" documentation, accessible at <https://www.okta.com/trustandcompliance/> (as such documentation may be updated or amended by Okta from time to time). 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.