okta

100 1st Street
San Francisco, CA 94105
United States

ORDER FORM

Quote Number:	███████
Pricing Valid Through:	July 22, 2024
Account Representative	███████

Customer & Billing Details

Sold To

Customer Legal Name:	The National Institute for Health and Care Excellence
Sold to Contact:	National Institute for Health a nd Care Excellence -
Email:	███████
Tel:	███████
Address:	███████

Accounts Payable Contact

Bill to Contact:	National Institute for Health a nd Care Excellence -
Email:	███████
Tel:	███████
Address:	███████

Subscription Terms & Conditions

Start Date:	December 31, 2024	**Billing Frequency:**	Annual	**PO Number:**	
End Date:	December 30, 2027	**Payment Terms:**	Net 30		
Term (Months):	36	**Auto Renew:**	No		
Renewal Term (Months):	36	**Currency:**	USD		

RECURRING

Year 1: December 31, 2024 - December 30, 2025

Service	Business Unit	Unit of Measurement	Quantity**	Price/UOM*	Total
Auth0 - M2M Tokens	Auth0 Platform	Tokens	10,000	████	████
Auth0 - Enterprise	Auth0 Platform	MAUs	5,000	████	████
Auth0 - Enterprise Internal	Auth0 Platform	MAUs	1,000	████	████
Premier Success Plan - Silver	Auth0 Platform	Recurring	1	████	████
Auth0 - Additional Enterprise Connections	Auth0 Platform	Connections	5	████	████
				Year 1: December 31, 2024 - December 30, 2025 TOTAL:	████

Year 2: December 31, 2025 - December 30, 2026

Service	Business Unit	Unit of Measurement	Quantity**	Price/UOM*	Total
Auth0 - M2M Tokens	Auth0 Platform	Tokens	10,000	████	████
Auth0 - Enterprise	Auth0 Platform	MAUs	5,000	████	████
Auth0 - Enterprise Internal	Auth0 Platform	MAUs	1,000	████	████
Premier Success Plan - Silver	Auth0 Platform	Recurring	1	██████	████
Auth0 - Additional Enterprise Connections	Auth0 Platform	Connections	5	████	███

Year 2: December 31, 2025 - December 30, 2026 TOTAL: ████

Year 3: December 31, 2026 - December 30, 2027

Service	Business Unit	Unit of Measurement	Quantity**	Price/UOM*	Total
Auth0 - M2M Tokens	Auth0 Platform	Tokens	10,000	████	███
Auth0 - Enterprise	Auth0 Platform	MAUs	5,000	████	████
Auth0 - Enterprise Internal	Auth0 Platform	MAUs	1,000	███	████
Premier Success Plan - Silver	Auth0 Platform	Recurring	1	██████	████
Auth0 - Additional Enterprise Connections	Auth0 Platform	Connections	5	████	███

Year 3: December 31, 2026 - December 30, 2027 TOTAL: ████

Grand Total	USD 55,179.00

* The Price per Unit of Measurement shown above has been rounded to two decimal places for display purposes. The totals for this Order Form were calculated using the actual price, rather than the rounded price shown above and are the true and binding totals for this Order Form.

** For clarity, the Quantity designation for Support Services does not mean Support Services are sold on a fixed rate basis. Support Services fees are based on the subscriptions purchased for the Service.

ADDITIONAL TERMS AND CONDITIONS:

1 **SERVICE TERMS.** The Service is purchased on a Price per Unit of Measurement as defined below:

1.1 **Monthly Active Users (MAUs)** are purchased on a per-Active User on a calendar month basis and Customer may not exceed the number of MAUs specified on the Order Form executed by both parties. A MAU shall be calculated as a User with a successful authentication event with the Auth0 Platform, provided that if a unique User authenticates with the Auth0 Platform more than one (1) time in a calendar month that will only be calculated as one (1) MAU. In addition, (i) the number of MAUs purchased may not be decreased during the Term and (ii) the added MAUs shall terminate on the same date as the then-current Term. In the event Customer exceeds the purchased quantity of MAUs, Okta will require Customer to upgrade their service level tier in line with the Customer's usage.

2 If Customer exceeds its purchased subscriptions, Okta may work with Customer to reduce Customer's usage so that it conforms to such limit. If Customer is unable or unwilling to abide by such limit within thirty (30) days of notice, Customer shall execute an Order Form for additional quantities of the applicable Service promptly upon Okta's request and/or pay any invoice for excess usage. Please see relevant Okta or Auth0 Product Subscription Reference Guide - https://support.okta.com/help/s/product-subscription-reference-guide?language=en_US for more detail on how different User types (i.e., workforce and customer identity) and platform capabilities (such as Primary and Secondary Auth, Private Cloud, International Deployments, and other add-ons) are defined by product.

3 **PAYMENT TERMS.** Customer will be invoiced in advance in accordance with the Billing Frequency and Payment Terms set forth above for the amount(s) outlined above ("Fees"). Fees shown above do not include any Taxes that may apply. Any such Taxes are the responsibility of the Customer. Except as otherwise expressly stated in the Agreement, all Fees paid to Okta are hereunder nonrefundable and all subscriptions purchased herein are non-cancelable.

4 **SUBSCRIPTION TERMS.** This Order Form ("OF") is entered into between Okta, Inc. with offices at 100 1st Street, San Francisco, California 94105, USA ("Okta"), and the Customer listed above ("Customer") as of the date this OF is signed by Customer and accepted by Okta ("Effective Date"). This OF is governed by the applicable Okta Master Subscription Agreement ("MSA") available at: https://www.okta.com/agreements ("Agreement"). This OF shall prevail in the event of any conflict between the terms of this OF and the Agreement. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the Effective Date. Notwithstanding anything to the contrary set forth in the Agreement, the parties agree that (i) Okta's submission of this OF to Customer constitutes Okta's offer of the provision and use of the Okta products and services described in this OF on the terms set forth herein and in the Agreement, (ii) Customer's signature of this OF constitutes Customer's acceptance of Okta's offer on such terms, and (iii) upon Customer's acceptance of such terms as set forth in (ii) above, and Okta's acceptance of the OF signed by Customer and returned to Okta, a legally valid and binding contract is formed between Customer and Okta for the provision and use of the Okta products and services described in this OF on the terms set forth herein, notwithstanding lack of counter-signature by Okta. The parties agree that any term or condition added to or modified from those within this OF by a party other than Okta, after Okta's submission of the OF to Customer for signature is void and does not form part of the contract between Okta and Customer for the Okta products and services set forth herein.

5 **Product Terms & Descriptions**

6 **Auth0 Platform.** Auth0 branded products and services purchased hereunder ("Auth0 Platform") will be deemed a "Service" under the Agreement. Any Documentation, or portion thereof, identified as applying to "Auth0," the "Auth0 Platform," or similar designation (e.g., Security & Privacy Documentation for Auth0 Platform) shall solely apply to the Auth0 Platform. For clarity, any other Documentation, or portion thereof, specifically referencing another Service shall not apply to the Auth0 Platform.

7 **Auth0 Region.** Okta will provide the Service via data centers located in the region selected by Customer during deployment (or configured by Customer through the Service), subject to the Sub-Processor Information set forth at https://www.okta.com/trustandcompliance. If Customer selects a region in which there is only one data center available (i.e., without failover capabilities to another region within the same country), Okta will have no liability with respect to availability issues caused by data centers within that country.

8 **Auth0 - Enterprise** - External Users is defined as Users that may authenticate against Social, Database, Passwordless, Enterprise, and Custom connection types. Subscriptions may not be provisioned to internal Users (i.e., Users that are employed by Customer). Auth0 - Enterprise includes 5 enterprise connections and up to 100 Organizations under the 'Organizations' feature. Connection types and examples are listed at https://auth0.com/docs/identityproviders. Monthly Active User coverage (quantity) is defined as an external User (i.e., a User that is not employed by Customer) that has authenticated to the Service at least once within a calendar month.

9 **Auth0 - M2M Tokens** - Means Client-Credentials flow in OAuth terms, which occurs between two separate programs with no specific User authentication occurring. Examples include scheduled scripts, batch jobs and daemon processes without User interaction where the Client itself is authenticating. An authentication event occurs upon issuance of an access token in response to an authentication request by an application.

10 **Auth0** - **Enterprise** - **Internal** - Is defined as an employee User (i.e., a User who is an employee of Customer) authenticating into Customer applications configured with the Service via any Auth0 Connection type. Connection types are listed at https://auth0.com/docs/identityproviders. Subscriptions can be provisioned to employee Users (i.e., Users who are employees of Customer) up to the quantity listed and unlimited clients.

11 **Support Services under Okta Premier Success Plans.** Okta will provide the Support Services to Customer subject to and in accordance with the support policy set forth at https://www.okta.com/support-terms/

The party(ies) signing below represent and warrant that they are duly authorized to execute this Order Form as of the date signed.

CUSTOMER: The National Institute for Health and Care Excellence

By: ███

Name: ███
Title: Programme Director, Digital, Infrastructure & Technology
Date: 22 Jul 2024

By: ███

Name: ███
Title: Associate, Director, Commercial
Date: 23 Jul 2024

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This Service Level Agreement ("SLA") is provided under and forms an exhibit to Customer's Master Subscription Agreement (or other, similarly-titled agreement that governs Customer's use of the Okta Service) ("Agreement "). Capitalized terms used in this SLA that are not defined herein are defined as set forth in the Agreement, if applicable.

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 Free Trials, sandbox, beta and other pre-production environments.

The Availability Commitment 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 a Force Majeure Event.

"Customer Outage Event" means a period of time in which 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 for source identification and/or resolution, (d) load or penetration testing performed by Customer, or (e) any extensibility code maintained by the Customer.

Real-Time Information:

Customer may access real-time information related to Service performance on externally available status pages at https://status.okta.com.

Emergency Maintenance:

Okta may perform emergency maintenance for which Okta will use commercially reasonable efforts to notify Customer in advance. For the avoidance of doubt, if the Service is Unavailable due to emergency maintenance, such Unavailability will be included in the Availability calculation.

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.

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

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SLA Credits will be issued to the entity that Okta invoices for the applicable Service, as a separate credit memo that can be applied towards Fees payable for any subsequent annual term for that Service. For clarity, if Customer purchased a Service from an Okta Partner, Customer will receive any applicable SLA Credits from the Okta Partner. If Customer elects not to renew the Service, any remaining SLA 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 SLA Credits due by Okta. The SLA Credits stated herein are Customer's sole and exclusive remedy (and Okta's sole liability) for any claims in connection with this SLA.

Reporting and Confirmation:

To request an SLA Credit, Customer must log an incident with Okta Customer Support within five (5) business days following any time in which the Service is Unavailable, along with the following information:

(i)   The manner in which the Service is not available to Customer; and

(ii)   The date and time in which the Service first became not available to Customer.

Failure to file such incident with Okta Customer Support within five (5) business days will forfeit the right to receive SLA Credits. Provided such incident is timely logged, Unavailable minutes will be calculated from the starting time of the incident until the time the incident is resolved by Okta. Upon receipt of Customer's notification, Okta will verify Customer's report through any available system logs and records. If provided as part of Customer's Support Services, a Customer may also report an incident to Okta via telephone at the designated number provided by Okta to Customer.

Issuer   National Institute for Health and Care Excellence

Document generated   ████████████████████

Document fingerprint   ██████████████████████

Parties involved with this document

Document processed	Party + Fingerprint
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Audit history log

Date	Action
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