

Master Subscription Agreement (MSA)

This is a contract between the company OkayAuth SAS, which markets the software suite Okay Suite and its modules, and the Customer (your organization), allowing you to use Okay Suite's services like Okay Monitoring, Okay Deleg, Okay Admin, Okay Desktop MFA, as well as any new module that may subsequently be added to the Suite.

1. What You're Getting

- OkayAuth's Services are available to you during the agreed subscription term.
- You're given non-exclusive, limited rights to let your users access and use the service for business purposes.
- Okay Auth provides support and may offer professional services (e.g. setup, integration).

2. Your Responsibilities

- You're responsible for how your users use the service.
- Don't use the service to:
 - Break laws or store sensitive data (like health records or credit card info).
 - Reverse-engineer or copy the product.
 - Try to hack or disrupt the service.
- If you break the rules, Okay Auth can suspend your access (with notice, if possible).

3. Using Resellers / Partners

- If you buy OkayAuth services through an authorized partner (reseller):
 - You'll pay the partner, not OkayAuth directly.
 - OkayAuth still controls how the service works, but pricing/disputes are between you and the partner.

4. Security and Data Privacy

- OkayAuth commits to using industry-standard security and data protection practices.
- A Data Processing Agreement (DPA) applies and can be provided to your organization upon request
- You are allowed to perform an audit of OkayAuth, no more than once per year, for \$5,000 USD (five thousand US Dollars), with a notice period of at least two months and for a maximum duration of two days.

5. Confidentiality

- Both you and OkayAuth must protect each other's confidential information.
- Confidential info includes pricing, technology, data, etc.

6. Ownership

- You own your customer data.
- OkayAuth owns the software and services.
- Any feedback you give them can be used freely.
- OkayAuth may analyze usage data (anonymized and aggregated).

7. Fees and Payments

- You pay fees as agreed in your Order Form (usually within 30 days of invoice).
- Late payments may result in suspension and late fees.
- Taxes aren't included unless you provide a valid tax exemption.

8. Warranties

- OkayAuth promises the service will work as described and without harmful code.
- If something doesn't work properly, you can request a fix or refund for that portion.

9. Disclaimers and Limits of Liability

- OkayAuth isn't liable for indirect damages (like lost profits).

- Their total liability is limited to what you paid over the last 12 months.

10. Indemnification

- OkayAuth covers you if someone sues saying their technology infringes on intellectual property.
- You cover OkayAuth if someone sues due to your misuse of their service or your data.

11. Term and Termination

- The agreement stays in effect as long as you're subscribed.
- Either side can end it if the other breaks the terms and doesn't fix it in 30 days.
- If you terminate for cause, you can get a refund for unused service.
- You can't terminate for convenience

12. Other Legal Terms

- You can't assign the contract to someone else without permission
- Governed by French law and disputes go to Paris (France) courts.
- OkayAuth can use your company name as a customer reference (with your consent).
- Free trials are "as-is", no guarantees or liability.