

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
OKTA, INC.**

THIS AGREEMENT, entered into this _____ day of _____, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," or "Customer" and Okta, Inc., hereinafter called "Contractor" or "Okta";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of Okta cloud services.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit B, Contractor shall provide the Okta subscription services for County in accordance with the terms, and conditions set forth herein and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, and conditions set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B.

4. Term and Termination

This Agreement shall commence on the first day of the Term. The pricing for the applicable Service during any automatic renewal Term shall be the same as in the preceding Term unless Okta provides written notice of a price increase at least sixty (60) days prior to the expiration of the then-current Term, in which case the price increase shall be effective upon renewal, and provided that the price shall not be increased by more than seven percent (7%) over the preceding Term's pricing. The foregoing increase restriction shall not apply if the pricing provided to Customer was promotional or based on a one-time discount, as designated on an Order Form.

If at Okta's reasonable determination, Customer is using the Service in a manner that violates laws, creates an excessive burden or potential adverse impact on Okta's systems, or the account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Okta may, without liability to Okta, immediately suspend Customer's access to the Service until such breach is cured. Excessive burden shall be defined as a situation in which the County network was compromised and used to attack Okta systems using excessive simultaneous log-ins. Either party may terminate this Agreement by written notice to the other party in the event that such other party materially breaches this Agreement and does not cure such breach within thirty (30) days of such notice. Upon termination, the rights and licenses granted to Customer hereunder shall terminate immediately. The sections titled "Definitions," "Restrictions", "Confidentiality," "Ownership," "Fees and Taxes," "Warranty Disclaimer," "Limitation of Liability," "Indemnification," "No Endorsement," "Term; Termination," and "General" shall survive any termination or expiration of this Agreement.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 21, 2014, through July 20, 2017.

5. Availability of Funds

While the County anticipates that it has sufficient funds to finance this Agreement, the fulfillment of the obligation hereunder is subject to the final availability of funds.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Indemnification, Hold Harmless

7.1 General Hold Harmless. Contractor shall defend, indemnify and save harmless County and its officers, agents, employees, and servants against all amounts finally awarded to a third party by a court or arbitrator, or paid to a third party in a settlement approved in writing by Okta, to the extent related to with claims, demands, suits, or proceedings ("**Claims**") brought against Customer by a third party based on: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any real or tangible County property of

any kind whatsoever and to whomsoever belonging arising out of the negligence or willful misconduct of Okta employees. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to the extent injuries or damage for which County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld).

7.2 Intellectual Property Indemnification.

Contractor shall defend, indemnify, and hold harmless County from and against all amounts finally awarded to a third party by a court or arbitrator, or paid to a third party in a settlement approved in writing by Okta, to the extent related to with claims, demands, suits, or proceedings ("**Claims**") brought against Customer by a third party based on a claim that the Service or Professional Services, as provided by Contractor under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent. In the event (i) and (ii) are not commercially feasible, Contractor may terminate this Agreement as to the infringing Service and refund to Customer any prepaid, unused Fees for such infringing Service hereunder.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement, (c) the use of the Service with equipment, devices, data or software provided by Customer; (d) Okta's compliance with any specifications or requirements provided by Customer. The indemnification obligations set forth in this Section 7.2 are Okta's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third party intellectual property rights of any kind.

8. Assignability and Subcontracting

Other than as stated in Exhibit A, Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

Contractor shall not commence Professional Services work or be required to commence Professional Services work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and name the County as an additional insured. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents

while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability. \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All Professional Services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such Professional Services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations applicable to Okta. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors, while on Customer's site, will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
 - Contractor complies with Chapter 2.84 by:
 - offering the same benefits to its employees with spouses and its employees with domestic partners.
 - offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
 - Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.

- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation; and/or
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing

Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required financial records relating to Professional Services, for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.

(b) Contractor agrees, upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all financial records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance of the fees charged for Professional Services with this Agreement. County shall use best efforts limit such audits to once every calendar year.

14. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the Exhibits shall

prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties. No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties hereto. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (other than with regard to capacity licensed, Term, Service, bill to, ship to, pricing) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: San Mateo County, Information Services Department
Jon Walton, CIO/Director
Address: 455 County Center, Third Floor
Redwood City, CA 94063
Telephone: 650-363-4548
Facsimile: 650-363-7800
Email: jwalton@smcgov.org

In the case of Contractor, to:

Name/Title: Okta, Inc.
Address: 301 Brannan Street, Suite 300
San Francisco, CA 94107
Telephone: 1-888-722-7871
Facsimile:
Email: legal@okta.com

17. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

ATTEST: Date: _____

By: _____
Clerk of Said Board

Okta, Inc

DocuSigned by:
Jake Randall
E421EABDA73D4E1...

Contractor's Signature

Date: 7/3/2014

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Per attached Okta, Inc. Order Form

Exhibit B

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Per attached Okta, Inc. Order Form

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Jake Randall

Name of 504 Person - Type or Print

Okta, Inc.

Name of Contractor(s) - Type or Print

301 Brannan Street, 3rd Floor

Street Address or P.O. Box

San Francisco, CA 94107

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

DocuSigned by:
Jake Randall
E421EABDA73D4E1...

Signature

Sr. Director, Finance & Operations

Title of Authorized Official

7/3/2014

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."



QUOTE EXPIRATION: JULY 18, 2014
ACCOUNT REPRESENTATIVE: KENNETH TRAVIS
TERM START DATE: JULY 21, 2014
TERM END DATE: JULY 20, 2017

BILLING FREQUENCY: ANNUAL
PAYMENT TERMS: NET 30
TERM (MONTHS): 36
AUTO RENEWS: TRUE

CUSTOMER	
Company Name:	County of San Mateo
Contact Name:	Gordon Helms
Email:	ghelms@smcgov.org
Tel:	(650) 599-1233
Fax:	
Address:	455 County Center Redwood City, CA 94063

BILLING CONTACT	
Name:	Gordon Helms
Email:	ghelms@smcgov.org
Tel:	(650) 599-1233
Address:	455 County Center Redwood City, CA 94063

PRODUCT	UNIT OF MEASUREMENT	QUANTITY	PRICE/UOM*	ANNUAL TOTAL	TOTAL
Enterprise Edition – 1 Application Limit	Users Per Month	6,300	\$ 1.00	\$75,600.00	\$75,600.00
Premier 24x7 Support Per User	Users Per Month	6,300	\$ 0.10	\$7,560.00	\$7560.00
Preview Sandbox Per User	Users Per Month	6,300	\$ 0.10	\$7,560.00	\$7560.00
Statement of Work – Custom SmartStart	One-Time	1	\$ 30,000.00	\$30,000.00	\$30,000.00
Statement of Work – Workday as Master	One-Time	1	\$ 50,000.00	\$50,000.00	\$50,000.00
Statement of Work – Contractor Management / ServiceNow	Hours		\$ 250.00	\$0	0
				Year 1 Total	\$170,720.00
Enterprise Edition – 1 Application Limit	Users Per Month	6,300	\$ 1.00	\$75,600.00	\$75,600.00
Premier 24x7 Support Per User	Users Per Month	6,300	\$ 0.10	\$7,560.00	\$7560.00
Preview Sandbox Per User	Users Per Month	6,300	\$ 0.10	\$7,560.00	\$7560.00
				Year 2 Total	\$90,720.00
Enterprise Edition – 1 Application Limit	Users Per Month	6,300	\$ 1.00	\$75,600.00	\$75,600.00
Premier 24x7 Support Per User	Users Per Month	6,300	\$ 0.10	\$7,560.00	\$7560.00
Preview Sandbox Per User	Users Per Month	6,300	\$ 0.10	\$7,560.00	\$7560.00
				Year 3 Total	\$90,720.00
				TOTAL ORDER	\$352,160.00

* 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 actuals price, rather than the rounded price shown above and are the true and binding totals for this Order Form.

ADDITIONAL TERMS AND CONDITIONS:

1. **SERVICE TERMS.** The Okta Service is purchased on a Price per Unit of Measurement (UOM) as further set forth below:

Users per Month is a per-User subscription basis and Customer may authorize no more than the number of Users specified above. In addition, (i) the number of Users purchased may not be decreased during the Term, (ii) additional Users may be added during the then-current Term at the same pricing as that for the pre-existing Users thereunder, prorated for the remainder of the Term in effect at the time the additional Users are added, and (iii) the added Users shall terminate on the same date as the then-current Term. User subscriptions are for named Users only and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service.

In the event Customer's User usage exceeds the number of Users specified above by more than 10% for more than 60 consecutive days, Customer shall procure User licenses for such Users.

2. **PAYMENT TERMS.** Customer will be invoiced in advance at the frequency and the 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. All Fees paid to Okta hereunder are nonrefundable and all subscriptions purchased herein are non-cancelable.

3. **PRICING OPTIONS.** During the Term of the Agreement, Customer may add Users per Month at the following fees:

Per User Per Month for Enterprise Edition (up to 3 applications)	Per User Per Month for Enterprise Edition (unlimited applications)
\$2.10 (ie an additional \$0.90 per User/per Month)	\$2.59 (ie an additional \$1.39 per User/per Month)



4. **LICENSE TERMS:** This Order Form is entered into as of the date last signed below (the "Effective Date") between Okta, Inc. with offices at 301 Brannan Street, Suite 300, San Francisco, California 94107 ("Okta"), and the Customer listed above ("Customer"). This Order Form incorporates and is subject to the terms set forth in the Okta License Agreement attached hereto which contains, among other things, warranty disclaimers, liability limitations and use limitations. To the extent that the terms of the Okta License Agreement are in conflict with the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. 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 date hereof.

The parties' authorized signatories have duly executed this Order Form as of the Order Form Effective Date:

DocuSigned by:
OKTA, INC
Jake Randall
 By: E421FABDA73D4E1...
 Name: Jake Randall
 Title: Sr. Director, Finance & Operations
 Date: 7/3/2014

CUSTOMER:
 By: _____
 Name: _____
 Title: _____
 Date: _____



Exhibit A
OKTA, INC.
LICENSE AGREEMENT

1. Definitions.

1.1 “Customer Data” means all electronic data submitted by Customer to the Service.

1.2 “Documentation” means Okta’s user guides and other end user documentation for the Service available on Okta’s support services portal or as part of the online help feature of the Service, as updated by Okta from time to time.

1.3 “Order Form” means the ordering document, including without limitation purchase orders and statements of work, in a format specified by Okta, pursuant to which Customer shall place orders for the Service or Professional Services to be provided by Okta under this Agreement. Order Forms shall include, without limitation, the Service ordered, capacity licensed (i.e. the number of Users, log-ins, etc.), pricing, bill to, sold to, and the Term of the order. Order Forms shall be subject solely to and incorporate by reference the terms of this Agreement.

1.4 “Professional Services” means technical, consulting, education and support services provided by Okta in connection with the Service. Professional Services shall not include the Service.

1.5 “Service” means the on-line, web-based identity and access management services provided by Okta, and related materials provided by Okta for Customer’s use as part of the Service, as specified on an Order Form. The Service shall not include the Professional Services.

1.6 “Term” means the period identified on an Order Form, or on a renewal document, during which Customer’s Users are authorized to use or access the Service pursuant to the terms set forth in this Agreement, subject to Section 11 below.

1.7 “Users” means individuals who are authorized by Customer to use the Service, for whom a subscription to the Service have been procured, and who have been supplied a user identification and password by Customer. Users may include but are not limited to Customer’s and Customer’s affiliates’ employees, consultants, contractors and agents. Users shall be bound by obligations and restrictions consistent with this Agreement.

2. Provision of Service.

2.1 License. Subject to compliance with the provisions of this Agreement and the applicable Order Form, Okta grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable license during the Term to allow its Users to access and use the Service in accordance with the Documentation supplied by Okta, solely for Customer’s internal business purposes. Customer’s rights in the Service

will be limited to those expressly granted in this Section 2, and Okta reserves all other rights, title, and interest therein.

2.2 Restrictions. Customer is responsible for all activities conducted under its and its Users’ logins on the Service. Customer shall use the Service in compliance with applicable law and shall not: (i) copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Service, or any part thereof, or use them for the benefit of any third party, or make them available to anyone other than its Users; (ii) send or store infringing or unlawful material; (iii) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (iv) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Okta Service or the data contained therein; (v) directly or indirectly modify, copy or create derivative works based on the Service, or any portion thereof; (vi) access the Service for the purpose of building a competitive product or service or copying its features or user interface; or (vii) directly or indirectly delete, alter, add to or fail to reproduce in and on the Services the name of Okta and any copyright or other notices appearing in or on the Okta Service or which may be required by Okta at any time.

3. Security; Service Levels; Support. Okta shall: (i) maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Service and the Customer Data; (ii) provide support for the Service to Customer during the Term; (iii) provide Customer with 99.9% availability to the Service in accordance with Okta’s then-current Service Level Agreement; and (iv) upon Customer’s request, no more than once per year, provide Customer with a copy of Okta’s most recent SSAE 16(SOC1)/ISAE 3402 (Type 2) or similar third party annual audit report.

4. Confidentiality. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Customer Data, the Okta technology, related benchmark or other similar test results, other technology and technical information, security information, security audit reports, product designs, business and marketing plans, and business processes. Confidential Information (except for Customer Data) shall not include, or shall cease to include, as applicable, information or materials that (a) were generally known to the public on the Effective Date; (b) become generally known to the public after the Effective Date, other than as a result of the act or omission of the Receiving Party; (c) were rightfully known to the Receiving Party prior to its receipt thereof from the Disclosing Party; (d) are or were disclosed by the



Disclosing Party generally without restriction on disclosure; (e) the Receiving Party lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (f) are independently developed by the Receiving Party as shown by documents and other competent evidence in the Receiving Party's possession. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance.

5. Ownership. Except for the rights expressly granted under this Agreement, all right, title and interest in and to the Customer Data is owned exclusively by Customer. Except for the rights expressly granted under this Agreement, Okta retains all right, title, and interest in and to the Service, Professional Services, (and all other products, works, and other intellectual property created, used, or provided by Okta for the purposes of this Agreement). Okta shall be permitted to use any data generated in connection with the Service (e.g., types of web applications utilized), provided, however, in the event Okta provides such data to third parties, it shall be anonymized and presented in the aggregate so that it cannot be linked specifically to Customer or User. The foregoing shall not limit in any way Okta's confidentiality obligations pursuant to Section 4 above. Customer shall, and hereby does, grant Okta a royalty-free, fully paid-up, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, or incorporate into the Service and Professional Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation of the Service (collectively "Feedback"). Okta shall have no obligation to incorporate any Feedback into the Service or Professional Services. Customer shall have no obligation to provide any Feedback.

6. Delivery, Fees and Taxes. Customer agrees that the Service purchased hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Okta regarding future functionality or features. Customer shall pay Okta the fees set forth on the applicable Order Form ("Fees") in accordance with the terms and conditions set forth in this Agreement and the Order Form. If not otherwise specified on an Order Form, Fees will be due within thirty (30) days of date of invoice. Except as otherwise specifically provided in this Agreement, all Fees paid and payable to Okta hereunder are nonrefundable. If Customer fails to pay any amounts due under this Agreement by the due date, Okta will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted

by applicable law until Customer pays all amounts due; provided that Okta will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue. Unless otherwise stated, Fees do not include any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder (excluding taxes based on Okta's net income or property), even if such amounts are not listed in the Order Form. The limitations set forth in Section 8 shall not apply to Customer's payment obligations under this Section 6.

7. Warranty.

7.1 Warranty. Subject to Section 7.2 below, Okta warrants that: (a) the Service shall perform materially in accordance with the applicable Documentation, (b) all Professional Services shall be performed in a professional and workmanlike manner, commensurate with industry standards for like services, and (c) Okta will employ then-current industry standard measures to test the Service to detect and remediate viruses, Trojan horses, worms, logic bombs, or other harmful code or programs whose effect is to negatively impact the operation or performance of the Service (other than programs that prevent Customer's use after the applicable Term or inconsistent with this Agreement). As Customer's exclusive remedy and Okta's entire liability for a breach of the warranties set forth in Sections 7.1(a) and (c), Okta shall use commercially reasonable efforts to correct the non-conforming Service, and in the event Okta fails to successfully correct the Service within 24 hours of receipt of written notice from Customer detailing the breach, then Customer shall be entitled to terminate the applicable Service and receive an immediate refund of any prepaid, unused Fees for the non-conforming Service. As Customer's exclusive remedy and Okta's entire liability for a breach of the warranty set forth in Section 7.1(b), Okta shall re-perform the non-conforming Professional Services at no additional charge, and in the event Okta fails to successfully re-perform the Professional Services within a reasonable time of receipt of written notice from Customer detailing the breach, then Customer shall be entitled to terminate the applicable statement of work and receive an immediate refund of any and all amounts paid for such non-conforming Professional Services.

7.2 Exclusions. The warranties set forth in Section 7.1 are made to and for the benefit of Customer only. Such warranties shall only apply if (a) the applicable Service has been utilized in accordance with the Documentation, this Agreement and applicable law and (b) no modification, alteration or addition has been made to the applicable Service by persons other than Okta.

7.3 Disclaimer. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH UNDER SECTION 7.1, THE SERVICE IS PROVIDED "AS IS," AND OKTA AND ITS SUPPLIERS HEREBY DISCLAIM ALL (AND HAVE NOT AUTHORIZED ANYONE TO MAKE ANY) WARRANTIES,



REPRESENTATIONS, PROMISES, COVENANTS OR UNDERTAKING RELATING TO THE SERVICES, PROFESSIONAL SERVICES OR OTHER SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, EXCEPT FOR THE WARRANTIES SET FORTH UNDER SECTION 7.1. NEITHER OKTA NOR ITS SUPPLIERS MAKES ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR PROFESSIONAL SERVICES OR THAT THE SERVICES OR PROFESSIONAL SERVICES WILL BE ERROR-FREE OR AVAILABLE AT ANY GIVEN TIME.

8. Limitation of Liability.

8.1 NEITHER CUSTOMER, OKTA, NOR OKTA'S SUPPLIERS, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, (B) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, RIGHTS, OR TECHNOLOGY, (C) FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.2 IN NO EVENT WILL OKTA NOR ITS SUPPLIER'S, OR CUSTOMER'S LIABILITY FOR DIRECT DAMAGES HEREUNDER EXCEED THE TOTAL AMOUNTS PAID/PAYABLE TO OKTA BY CUSTOMER UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE APPLICABLE CLAIM.

8.3 There is no limitation on direct loss, claims or damages arising out of: (a) breach of Section 2.2, or (b) obligations of indemnity under Section 9.

9. Indemnification. See Section 7 of the Agreement.

10. No Endorsement; Customer Mention.

10.1 No Endorsement. NO ENDORSEMENT OF OR PARTICIPATION BY ANY THIRD PARTY SHOULD BE INFERRED DUE TO ANY REFERENCE TO THAT THIRD PARTY OR INCLUSION OF DATA RELATING TO THAT THIRD PARTY IN CONNECTION WITH THE SERVICES AND PROFESSIONAL SERVICES. The Service and

Professional Services may allow Customer to interface with a variety of third party software and services obtained separately by Customer ("Third Party Services"). Okta is not responsible for the operation or functionality of such Third Party Services. While Okta may, in its sole discretion, configure the Service to interoperate with various Third Party Services, (i) Okta cannot and does not guarantee that the Service shall interoperate (or continue to interoperate) with any particular Third Party Service, and (ii) Okta's obligations described in this Agreement shall not extend to any Third Party Services.

10.2 Customer Mention. Notwithstanding any other term to the contrary, Okta may publicly disclose that Customer is a customer of the Service and may use Customer's name and logo to identify Customer as an Okta customer, including on Okta's public website. Any use shall be subject to Okta complying with any written guidelines that Customer may deliver to Okta regarding the use of its name and logo.

11. General

11.1 Notices. All notices hereunder shall be in writing via certified mail, return receipt requested, and shall be deemed to have been duly given upon (i) personal delivery, (ii) five (5) days after sending, if sent by domestic mail; (iii) seven (7) days after sending, if sent by international mail, (iv) two (2) days after deposit with a recognized courier with next-day delivery instructions, or (v) posting a notice in the Administrative instance of Customer's account.

11.2 Force Majeure. If the performance of this Agreement or any obligation hereunder (other than obligations of payment) is prevented or restricted by reasons beyond the reasonable control of a party or its subcontractors, the party so affected shall be excused from such performance to the extent of such prevention or restriction. Examples include without limitation, (a) changes or clarifications in applicable law, (b) judgments, subpoenas, court orders or the like, (c) electrical, bandwidth, networking, transmission or Internet-related shortages or failures, (d) computer viruses or computer-related attacks, (e) natural disasters or (f) acts of terrorism.

11.3 .

11.4 Government End User. For purposes of this Agreement and to the extent applicable, "commercial computer software" is defined at FAR 2.101. If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of the Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulation ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of the Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors. This U.S. Government End User Section 2(f) is in lieu of, and



supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.