ENTERPRISE SELF-SERVICE ORDER FORM TERMS

Okta, Inc.
100 1st Street
San Francisco, CA 94105
United States

TERMS AND CONDITIONS:

1 This Order Form applies to all Enterprise Self-Service Orders. Enterprise Self-Service pricing is Okta's Confidential Information and must be treated accordingly.

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

2.1 **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. 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.

3 **PURCHASED SUBSCRIPTION USAGE**. If Okta determines, in its sole and reasonable discretion, that Customer has violated this Order Form, including but not limited to exceeding or misusing subscriptions, Okta will notify Customer (which may be via email). Within thirty (30) days of such notice, Customer must either (i) conform Customer's use of its subscriptions; or (ii) execute a new Order Form for the applicable Services (including all required Service dependencies as set forth in the Documentation or Product Subscription Reference Guide) for all of the non-conforming use cases in quantities described in the Documentation. Please see the Product Subscription Reference Guide currently available https://www.okta.com/legal/ for more detail. If Customer fails to correct the non-conforming use or execute a new Order Form reflecting actual usage, Okta may, in its sole discretion, suspend or terminate access to the Service without liability.

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 as of the date this OF is agreed to by Customer ("Effective Date"). This OF is governed by the applicable Okta Master Subscription Agreement ("MSA") available at: https://www.okta.com/legal/ ("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 pricing and product information provided to Customer on the plan purchase page, including the terms referenced therein, constitutes Okta's offer of the provision and use of Okta products and services described in this OF on the terms set forth herein and in the Agreement, (ii) Customer's agreement to this OF and the terms referenced on the plan purchase page 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, a legally valid and binding contract is formed between Customer and Okta for the provision and use of the Okta products and services described on the plan purchase page on the terms set forth herein. 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 acceptance is void and does not form part of the contract between Okta and Customer for the Okta products and services set forth herein

5 **PAYMENT TERMS.** Fees provided 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.

6 **BRANDING.**

6.1 Name: Okta may use Customer's name to identify Customer as an Okta customer of the Service, including on Okta's public website and marketing material. Okta agrees that any such use shall be subject to Okta complying with any written guidelines that Customer may deliver to Okta regarding the use of its name and shall not be deemed Customer's endorsement of the Service.

6.2 Logo: Okta may use Customer's logo to identify Customer as an Okta customer of the Service, including on Okta's public website and marketing material. Okta agrees that any such use shall be subject to Okta complying with any written guidelines that Customer may deliver to Okta regarding the use of its name and shall not be deemed Customer's endorsement of the Service.

6.3 Reference: Customer agrees to serve as reference customer for prospective customers, investors, media or analysts of Okta and make appropriate representatives available via telephone for such purposes.

6.4 Case Study: Customer agrees to make appropriate representative available for a mutually agreed upon written customer case study and video testimonial that may be published and used as Okta marketing collateral.

6.5 Press Release: Upon request, Customer agrees to participate in a joint and mutually agreed upon press release.

6.6 Earnings Report: Customer will participate in current quarter's earnings report, including customer name mention and brief description of planned implementation.

7 **Product Terms & Descriptions**

8 **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.

9 **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.

10 **Support Services.** Okta will provide the Support Services to Customer subject to and in accordance with the support policy provided in the Auth0 Product Specific Schedule for Self Service Plans found at okta.com/legal.

11 **Auth0 Enterprise and Enterprise Basic.**

11.1 **Auth0 - Enterprise (if applicable) -** External Enterprise defined as usage with Enterprise connection types and External Users defined as usage with Social, Database, Passwordless and Custom connection types. Does not include Employee users. Includes 5 enterprise connections and unlimited organizations (subject to system limitations) under the organizations feature. Connection types and examples listed at https://auth0.com/docs/identityproviders. Active User coverage (quantity) is defined as a non-employee user that has authenticated at least once within a calendar month. This SKU includes Enterprise MFA, which includes the second factor support for Auth0 Guardian, SMS, Email, Voice and others as updated. SMS and Voice for MFA is charged separately by carriers supported by Auth0; details are listed at https://auth0.com/docs/multifactor-authentication.

11.2 **Auth0 - Enterprise Basic (if applicable) -** External Enterprise defined as usage with Enterprise connection types and External Users defined as usage with Social, Database, Passwordless and Custom connection types. Does not include Employee users. Does not include any enterprise connections and only 10 organizations under the organizations feature. Connection types and examples listed at https://auth0.com/docs/identityproviders. Active User coverage (quantity) is defined as a non-employee user that has authenticated at least once within a calendar month. This SKU includes Enterprise MFA, which includes the second factor support for Auth0 Guardian, SMS, Email, Voice and others as updated. SMS and Voice for MFA is charged separately by carriers supported by Auth0; details are listed at https://auth0.com/docs/multifactor-authentication.

12 **Auth0 - International Deployments: Public Cloud** – In the event Customer utilizes International Regions for public cloud, the Service will be provided via certain data centers located in non United States of America locations. Customer agrees that other data processing activities and data storage may occur in other countries, as described in the 'Sub-Processor Information' documentation at https://www.okta.com/trustandcompliance .

13 Any use of Auth0 Products and/or Services are also subject to the applicable Service-Specific Terms available at https://www.okta.com/agreements/. Customer entitlements are equivalent to the current plan as found on https://auth0.com/pricing and reflected on the customer's subscription page on their Auth0 tenant. Okta may update or modify this Order Form from time to time effective when updated on okta.com/legal.