



OKTA, INC.
MASTER SUBSCRIPTION TERMS
For U.S. Federal Government Customers Purchasing Through a Reseller

These Master Subscription Terms (these “Terms”) are between Okta and a U.S. Federal Government Customer (“Customer”) purchasing Okta Services through an authorized Reseller, and establish the terms and conditions governing Customer’s use of the Service, and supplement the agreement between Customer and Reseller pursuant to which Reseller is reselling subscriptions to the Service to Customer.

1. Definitions.

1.1. “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2. “Free Trial Service” means any Okta service or functionality that may be made available by Okta to Customer to try at Customer’s option, at no additional charge, and which is clearly designated as “beta,” “trial,” “non-GA,” “pilot,” “developer preview,” “non-production,” “free trial,” “evaluation,” “early access,” or by a similar designation.

1.3. “Customer” means the entity that has contracted with Reseller to purchase subscriptions to the Service. Where Reseller is using the Services for its own purposes, Reseller shall be considered Customer.

1.4. “Customer Data” means all electronic data submitted by or on behalf of Customer to the Service.

1.5. “Customer Order Form” means an ordering document between Customer and Reseller specifying the Service, Training Services and/or Support Services purchased and to be provided by Okta under these Terms, including the capacity licensed (i.e. the number of Users, log-ins, etc.), pricing, bill to, sold to, and the Subscription Term.

1.6. “Documentation” means Okta’s user guides and other end user documentation for the applicable Service available on the online help feature of the Service, as updated by Okta from time to time, including without limitation the materials available at www.support.okta.com, and the ‘trust and compliance’ documentation available at <https://www.okta.com/trustandcompliance>.

1.7. “Non-Okta Application” means a web-based, offline, mobile, or other software application that is provided by Reseller, Customer or a third party and interoperates with the Service.

1.8. “Okta” means Okta, Inc., a Delaware corporation with offices at 301 Brannan Street, San Francisco, CA 94107.

1.9. “Reseller” means the authorized Okta reseller that has contracted with (a) Okta to resell subscriptions to the Service and (b) Customer for the sale of subscriptions to the Service.

1.10. “Service” means an Okta web based solution that is generally offered on a fixed-term subscription basis, as specified on a Customer Order Form and as described in the Documentation. “Service” excludes the Free Trial Service and Non-Okta Applications.

1.11. “Subscription Term” means the applicable subscription term for the Service, as specified on a Customer Order Form.

1.12. “Support Services” means the support services provided by Okta in accordance with Okta’s then-current support policy and as identified on a Customer Order Form.

1.13. “Training Services” means the education and training services provided by Okta as described more fully on a Customer Order Form.

1.14. “Users” means individuals who are authorized by Customer to use the Service, for whom a subscription to the Service has been procured. Users may include, for example, Customer’s employees, consultants, clients, external users, contractors, agents, and third parties with which Customer does business.

1.15. “U.S. Federal Government” or “Government” means: an executive department, a military department, or any independent establishment within the meaning of 5 U.S.C.101, 102, and 104(1), respectively; any wholly owned Government corporation within the meaning of 31 U.S.C. 9101; an executive agency or any independent establishment in the legislative or judicial branch of the



Government; as well as any “Eligible Ordering Activity” purchasing through a Federal Supply Schedule Contract, as defined in GSA Order OGP 4800.2I.

1.16.

2. Applicability, Free Trials, Service and Training Services.

2.1. **Free Trials.** If Customer registers for a Free Trial Service on Okta’s website, Okta will make such Free Trial Service available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Free Trial Service, or (b) the start date of any Service subscription purchased by Customer corresponding to such Free Trial Service. Customer’s use of a Free Trial Service does not obligate Customer to purchase a paid subscription to the Service, unless Customer executes a separate binding agreement for such subscription Service. Notwithstanding anything to the contrary in these Terms, with respect to the free trial, the Free Trial Service is provided “as-is” without any representation, warranty or indemnity.

2.2. **Applicability.** These Terms are part of a contract between the Reseller and the Customer for the acquisition of the supply or service that necessitates a license or other similar legal instrument. These Terms shall bind the U.S. Federal Government as a Customer but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

2.3. **Okta’s Obligations.** Okta shall make the Service available to Customer pursuant to these Terms and the applicable Customer Order Form during the Subscription Term, and grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable right during the Subscription Term to allow its Users to access and use the Service in accordance with these Terms, the Documentation and Customer Order Form, solely for Customer’s business purposes. Customer agrees that its purchase of the Service is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Okta with respect to future functionality or features.

2.4. **Customer’s Obligations.** Customer is responsible for all activities conducted under its and its Users’ logins on the Service. Customer shall use the Service in compliance with these Terms, the applicable Customer Order Form, Documentation, and 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 make it available to anyone other than its Users; (ii) send or store in the Service any personal health data, credit card data, personal financial data or other such sensitive data which may be, without limitation, subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards; (iii) send or store infringing or unlawful material in connection with the Service; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs to the Service; (v) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Service or the data contained therein; (vi) modify, copy or create derivative works based on the Service, or any portion thereof; (vii) access the Service for the purpose of building a competitive product or service or copying its features or user interface; or (viii) delete, alter, add to or fail to reproduce in and on the Service the name of Okta and any copyright or other notices appearing in or on the Service or which may be required by Okta at any time.

Any use of the Service in breach of these Terms, Documentation or Order Forms, by Customer or Users that in Okta’s judgment threatens the security, integrity or availability of the Service, may result in Okta’s immediate suspension of the Service; however, Okta will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

3. Security; Support.

3.1. **Security.** Okta shall: (i) maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Service and the Customer Data as described in the Documentation; (ii) protect the confidentiality of the Customer Data; and (iii) access and use the Customer Data solely to perform its obligations and exercise its rights in accordance with these Terms (“Security Program”). Such Security Program will conform with the Okta security protocols which are further described in Okta’s most recently completed Service Organization Control 2 (SOC 2) audit reports or other similar independent third party annual audit report (“Audit Report”). Upon Customer’s request, Okta shall provide Customer with a copy of Okta’s then-current Audit Report. In no event during the Subscription Term shall Okta materially diminish the protections provided by the controls set forth in Okta’s then-current Audit Report. To the extent that Okta processes any Personal Data (as defined in the DPA) contained in Customer Data, on Customer’s behalf, in the provision of the Service (but, for clarity, excluding Free Trial Services, for which no Personal Data should be provided), the terms of the data processing addendum at <https://www.okta.com/trustandcompliance> (“DPA”) as may be updated by Okta if required by applicable law, which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms. For the purposes of the DPA (including the Standard Contractual Clauses attached to the DPA), Customer is the data controller and data exporter, as applicable, and Customer’s signing of a Customer Order Form shall be treated as signing of the DPA (including the Standard Contractual Clauses and their Appendices).

3.2. **Support Services.** During the Term, Okta shall provide Support Services to Customer in accordance with Okta’s then-current Okta support policy, and as identified in a Customer Order Form. In the event that the level of support is not identified in the Customer Order Form, Customer shall receive a “basic” level of support that is included in the Service at no additional cost.



4. **Confidentiality.** Each party ("Recipient") may, during the course of its provision and use of the Service hereunder, receive, have access to, and acquire knowledge from discussions with the other party ("Discloser") which may not be accessible or known to the general public, such as technical and business information concerning hardware, software, designs, specifications, techniques, processes, procedures, research, development, projects, products or services, business plans or opportunities, business strategies, finances, costs, vendors, penetration test results and other security information; defect and support information and metrics; and first and third party audit reports and attestations ("Confidential Information"). Confidential Information shall not include, and shall cease to include, as applicable, information or materials that (a) were generally known to the public at the time of receipt by the Recipient; (b) become generally known to the public after receipt by the Recipient, other than as a result of the act or omission of the Recipient; (c) were rightfully known to the Recipient prior to its receipt thereof from the Discloser; (d) are or were disclosed by the Discloser generally without restriction on disclosure; (e) the Recipient 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 Recipient as shown by documents and other competent evidence in the Recipient's possession. The Recipient shall not: (i) use any Confidential Information of the Discloser for any purpose outside the scope of these Terms, except with the Discloser's prior written permission, or (ii) disclose or make the Discloser's Confidential Information available to any party, except those of its employees, contractors, and agents that have signed an agreement containing disclosure and use provisions substantially similar to those set forth herein and have a "need to know" in order to carry out the purpose of these Terms. 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 Recipient is compelled by law to disclose Confidential Information of the Discloser, it shall provide the Discloser with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. The obligations set forth in Section 3.1 and not this Section 4 apply to Customer Data. Neither these Terms nor the applicable contract price list for the U.S. Federal Government shall be deemed Confidential Information. Issues regarding release of "unit pricing" by Customer will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in these Terms to the contrary, the Customer may retain any Confidential Information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained Confidential Information will continue to be subject to the confidentiality obligations of these Terms.

5. **Ownership, Feedback, and Aggregated Data.**

5.1. **Customer Data.** As between Okta and Customer, Customer owns its Customer Data. Customer grants to Okta, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit and display Customer Data, as reasonably necessary for Okta to provide the Service in accordance with these Terms. Subject to the limited licenses granted herein, Okta acquires no right, title or interest from Customer or Customer's licensors under these Terms in or to any Customer Data. Customer shall be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data.

5.2. **Okta Ownership of the Service.** Except for the rights expressly granted under these Terms, Okta and its licensors retain all right, title, and interest in and to the Service, Documentation, the Training Services materials, including all related intellectual property rights inherent therein. No rights are granted to Customer hereunder other than as expressly set forth in these Terms.

5.3. **Feedback.** Okta shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Service or other Okta offerings any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users ("Feedback").

5.4. **Statistical Usage Data.** Okta owns, without restriction, the statistical usage data derived from the operation of the Service, including data regarding web applications utilized in connection with the Service, configurations, log data, and the performance results for the Service ("Usage Data"). If Okta provides Usage Data to third parties, such Usage Data shall be de-identified and aggregated so that it will not disclose the identity of Customer or any User(s).

6. **Fees.** Customer shall pay the fees set forth in the applicable Customer Order Form ("Fees") to Reseller in accordance with the terms and conditions set forth in the applicable Customer Order Form. All fees are (a) based on access rights acquired and not actual usage, and (b) nonrefundable by Okta to Customer unless expressly noted hereunder. Any disputes related to the Fees or invoicing shall be handled directly between Customer and the Reseller.

7. **Warranties and Disclaimer.**

7.1. **Warranties.** Okta warrants that during the Subscription Term: (i) the Service shall perform materially in accordance with the applicable Documentation, (ii) Okta shall make commercially reasonable efforts to make the Service available to Customer 24 hours a day, 7 days a week, every day of each year (except for any unavailability caused by a Force Majeure event); (iii) 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 designed to negatively impact the operation or performance of the Service, and (iv) it owns or otherwise has sufficient rights in the Service to grant to Customer the rights to use the Service granted herein. As Customer's exclusive remedy and



Okta's entire liability for a breach of the warranties set forth in this Section 7.1(a), Okta shall use commercially reasonable efforts to correct the non-conforming Service at no additional charge to Customer, and in the event Okta fails to successfully correct the Service within a reasonable time of receipt of written notice from Customer detailing the breach, then Customer shall be entitled to terminate the applicable Service and receive an immediate pro rata refund of any prepaid, unused Fees for the non-conforming Service. The remedies set forth in this subsection shall be Customer's sole remedy and Okta's sole liability for breach of these warranties. The warranties set forth in this subsection shall apply only if the applicable Service has been utilized in accordance with the Documentation, these Terms and applicable law.

7.2. Disclaimer. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH UNDER SECTION 7.1, OKTA AND ITS SUPPLIERS HEREBY DISCLAIM ALL (AND HAVE NOT AUTHORIZED ANYONE TO MAKE ANY) WARRANTIES RELATING TO THE SERVICE OR OTHER SUBJECT MATTER OF THESE TERMS, 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 THESE TERMS, EXPRESS OR IMPLIED, EXCEPT FOR THE WARRANTIES SET FORTH UNDER SECTION 7.1. OKTA MAKES NO WARRANTY REGARDING ANY NON-OKTA APPLICATION WITH WHICH THE SERVICE MAY INTEROPERATE.

8. Limitation of Liability.

8.1. IN NO EVENT WILL EITHER PARTY (OR OKTA'S THIRD PARTY LICENSORS) BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER THEORY FOR (A) ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, RIGHTS, OR TECHNOLOGY, (C) ANY LOST PROFITS OR REVENUES, (D) 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 SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER UNDER THE APPLICABLE CUSTOMER ORDER FORM FOR THE SERVICE GIVING RISE TO THE LIABILITY IN THE TWELVE-MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION SHALL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS.

9. Indemnification.

9.1. Okta Indemnification Obligation. Subject to Section 9.3, Okta will defend Customer from any and all claims, demands, suits or proceedings brought against Customer by a third party alleging that the Service, as provided by Okta to Customer under these Terms, infringes any patent, copyright, or trademark or misappropriates any trade secret of any third party (each, an "Infringement Claim"). Okta will indemnify Customer for all damages, costs, reasonable attorneys' fees finally awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by Okta, in connection with an Infringement Claim. In the event of any such Infringement Claim, Okta may, at its option: (i) obtain the right to permit Customer to continue using the Service, (ii) modify or replace the relevant portion(s) of the Service with a non-infringing alternative having substantially equivalent performance within a reasonable period of time, or (iii) terminate Customer's subscription to the infringing Service and provide a pro rata refund to Customer of any prepaid, unused Fees for such infringing Service hereunder. Notwithstanding the foregoing, Okta will have no liability for any Infringement Claim of any kind to the extent that it results from: (1) modifications to the Service made by a party other than Okta, (2) the combination of the Service with other products, processes or technologies (where the infringement would have been avoided but for such combination), or (3) Customer's use of the Service other than in accordance with the Documentation, the Customer Order Form and these Terms. The indemnification obligations set forth in this Section 9.1 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.

9.2. Customer Indemnification Obligation. Subject to Section 9.3, and to the extent permitted by applicable law, Customer will defend Okta from any and all claims, demands, suits or proceedings brought against Okta by a third party alleging a violation of a third party's rights arising from Customer's provision of the Customer Data. Customer will, to the extent permitted by applicable law, indemnify Okta for all damages, costs, reasonable attorneys' fees finally awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by Customer, in connection therewith.

9.3. Indemnity Requirements. The party seeking indemnity under this Section 9 ("Indemnitee") must give the other party ("Indemnitor") the following: (a) prompt written notice of any claim for which the Indemnitee intends to seek indemnity, (b) all cooperation and assistance reasonably requested by the Indemnitor in the defense of the claim, at the Indemnitor's sole expense, and (c) sole control over the defense and settlement of the claim, provided that the Indemnitee may participate in the defense of the claim at its



sole expense. The U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

10. Customer Mention. Okta may, upon Customer's prior written consent, use Customer's name to identify Customer as an Okta customer of the Service, including on Okta's public website. 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.

11. Termination and Effect of Termination.

11.1. Termination. Okta shall not unilaterally revoke, terminate or suspend any rights granted to Customer hereunder except as allowed by the applicable contract between Customer and the Reseller. If Okta or Reseller believes the Customer is in breach of these Terms, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in FAR 52.233-1, Disputes.

11.2. Retrieval of Customer Data. Upon request by Customer made prior to the effective date of expiration or termination of Customer's subscription, Okta will make available to Customer, at no cost, for thirty (30) days following such expiration or termination for download a file of Customer Data (other than personal confidential information such as, but not limited to, User passwords may not be included except in hash format) in comma separated value (.csv) format. After such 30-day period, Okta shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, be entitled to delete all Customer Data by deletion of Customer's unique instance of the Service; provided, however, that Okta will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted in the normal course of business; provided further that in all cases Okta will continue to protect the Customer Data in accordance with these Terms. Additionally, during the Subscription Term, Customer may extract Customer Data from the Service using Okta's standard web services.

11.3. Effect of Termination. Upon termination of Customer's subscription to the Service, all rights and subscriptions granted to Customer under the Customer Order Form will immediately terminate and Customer will cease using the Service and Okta Confidential Information. Termination for any reason other than termination for cause by Customer pursuant to Section 11.1(i) shall not relieve Customer of the obligation to pay all future amounts due under the Customer Order Form. The sections titled "Definitions," "Confidentiality," "Ownership, Feedback, and Aggregated Data," "Fees," "Disclaimer," "Limitation of Liability," "Indemnification," "Termination and Effect of Termination," and "General" shall survive any termination or expiration of Customer's subscription to the Service.

12. General

12.1. Assignment. Neither the rights nor the obligations arising under these Terms are assignable or transferable by Customer or Okta without the other party's prior written consent which shall not be unreasonably withheld or delayed, and any such attempted assignment or transfer shall be void and without effect. Notwithstanding the foregoing, Okta or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727).

12.2. Controlling Law, Attorneys' Fees and Severability. These Terms and any disputes arising out of or related hereto shall be governed by and construed in accordance with U.S. Federal law. In the event that any of the provisions of these Terms 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 these Terms shall otherwise remain in full force and effect and enforceable.

12.3. Notices. All legal notices hereunder shall be in writing and given upon (i) personal delivery, in which case notice shall be deemed given on the day of such hand delivery, or (ii) by overnight courier, in which case notice shall be deemed given one (1) business day after deposit with a recognized courier for U.S. deliveries (or three (3) business days for international deliveries).

12.4. Force Majeure. If the performance of these Terms or any obligation hereunder (other than obligations of payment) is prevented or restricted by reasons beyond the reasonable control of a party including but not limited to computer related attacks, hacking, or acts of terrorism (a "Force Majeure Event"), the party so affected shall be excused from such performance and liability to the extent of such prevention or restriction.

12.5. Equitable Relief. Due to the unique nature of the parties' Confidential Information disclosed hereunder, there can be no adequate remedy at law for a party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching party. Therefore, upon any such breach or threat thereof, the party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it, without the requirement of posting a bond, provided that, because Customer is a U.S. Federal Government Customer, such relief shall only be available to the extent explicitly provided for by statute.



12.6. **Independent Contractors.** The parties shall be independent contractors under these Terms, and nothing herein shall constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose. There are no third-party beneficiaries under these Terms, other than Reseller with respect to Customer's payment obligations hereunder.

12.7. **Export Compliance.** Each party represents that it is not named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities, and Customer will not access or use the Service in any manner that would cause any party to violate any U.S. or international embargo, export control law, or prohibition.

12.8. **Government Rights.** The Service constitutes a "commercial item" as defined in 48 C.F.R. 2.101. Therefore, in accordance with FAR 12.211 and DFARS 227.7102-1, Customer shall only be entitled to receive the technical data, including Documentation, and rights in such data as are customarily provided by Okta to the general public with the Service, as set forth in these Terms. In addition, elements of the Service include "commercial computer software" as defined in FAR 2.101; therefore, in accordance with FAR 12.212 and DFARS 227.7202-1 and 227.7202-3, the use of the Service by Customer shall be governed by, and subject to, all of the terms, conditions, restrictions, and limitations set forth in these Terms, to the extent such licenses are consistent with U.S. Federal law.

12.9. **Anti-Corruption.** Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Okta employees or agents in connection with the Customer Order Form or these Terms. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Okta.

12.10. **Entire Agreement.** These Terms, together with the Customer Order Form, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all prior or contemporaneous written or oral agreements existing between the parties hereto, including any non-disclosure agreement(s), and related to the subject matter hereof are expressly canceled. The parties agree that any term or condition stated in Customer's purchase order or in any other of Customer's order documentation (excluding Customer Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) these Terms, (2) the applicable Customer Order Form, and (3) the Documentation. No modification, amendment or waiver of any provision of these Terms will be effective unless in writing and signed by both parties hereto. Any failure to enforce any provision of these Terms shall not constitute a waiver thereof or of any other provision.