**OKTA, INC.**

**ON-PREMISE ORDER FORM SUPPLEMENT**
**FOR OKTA ACCESS GATEWAY**

This On-Premise Order Form Supplement for Okta Access Gateway ("On-Premise Supplement") governs your acquisition and use of the Okta Access Gateway ("OAG") on-premise software and related services. By executing an Order Form that references this On-Premise Supplement or otherwise accepting it, you (hereafter "Customer" or "you") agree to the terms of this On-Premise Supplement. If you are entering into this On-Premise Supplement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its Affiliates to this On-Premise Supplement. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this On-Premise Supplement and may not use the Software. This On-Premise Supplement is effective as of that date that you accept it.

Except as otherwise set forth in this On-Premise Supplement, this On-Premise Supplement incorporates by reference all the terms and conditions of the Master Subscription Agreement or similarly-titled agreement for Okta's cloud service products (collectively, the "Agreement") entered into between Okta and Customer, provided that this On-Premise Supplement applies solely to the OAG product SKU identified in the applicable Order Form (and not such cloud service products or any professional services or other items related to such cloud service products ("Cloud-Related Services") and is effective so long as there is an active Order Form for OAG. Under this On-Premise Supplement, all references to the Service in the Agreement shall also apply to the Software, provided that any obligations, rights or definitions in the Agreement regarding Customer Data and any other exhibits, agreements or documents referenced in the Agreement that apply specifically to the Cloud-Related Services are not applicable to the Software. To the extent that there is a conflict between the Agreement and this On-Premise Supplement with regards to the Software, this On-Premise Supplement will take precedence. Terms not defined in this On-Premise Supplement have the meaning stated in the Agreement.

Customer and Okta hereby agree as follows:

A.      Definitions.

A.2      "Software" means the on-premise OAG software products for which a subscription license is purchased by Customer from Okta, as specified on an Order Form, and software updates or modifications to the foregoing, if any, provided to Customer by Okta in a manner to be determined by Okta. "Software" excludes the Cloud-Related Services, the Professional Services, Free Trial Software, and Non-Okta Applications.

A.3      "Software Documentation" means Okta's user guides and other end user documentation for the Software, as may be updated by Okta from time to time, including without limitation the materials available at support.okta.com.

A.4      "Software Security Terms" means the then-current terms describing the security obligations with respect to the Software located at www.okta.com/trustandcompliance.

A.5.      "Subscription License" means the individual license granted with respect to each authorized User, as described further in Section B.1 of this On-Premise Supplement.

B.      Software.

B.1.      License to Use Software. Notwithstanding anything to the contrary in the Agreement, any rights in any subscriptions to the Service are not applicable to the Software. Okta grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable license to use the Software during the term of the applicable Order Form solely for its internal business purposes pursuant to the applicable Order Form (as limited to the number of authorized Users therein), this On-Premise Supplement, and the Software Documentation.

B.2.    Restrictions.  Customer is responsible for all activities conducted in connection with its and its Users' use of the Software.  Customer shall use the Software in compliance with applicable law and shall not: (i) rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Software, or any part thereof, or make it available to anyone other than its Users; (ii) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, or copy the Software, or any portion thereof (including data structures or similar materials produced by programs); (iii) access or use the Software for the purpose of building a competitive product or service or copying its features or user interface; or (iv) delete, alter, add to or fail to reproduce in and on the Software the name of Okta and any copyright or other notices appearing in or on the Software or which may be required by Okta at any time.

B.3    Cease Software Use.  If the Agreement or applicable Order Form terminates or expires, Customer will stop using the Software and Software Documentation, and promptly delete all copies thereof from its system(s).

C.    Security.  Notwithstanding anything to the contrary in the Agreement, the security and data processing provisions and exhibits related to the Service are not applicable to the Software and instead the Software Security Terms which are incorporated by reference into this On-Premise Supplement will apply to Customer's use of the Software.

D.    Warranties, Disclaimers, and Exclusive Remedies.

D.1.    Software Warranties.  Notwithstanding anything to the contrary in the Agreement, any warranties related to the Service are not applicable to the Software.  With respect to the Software, Okta warrants that: (i) the Software will be free of malware when Okta first makes the Software available, (ii) the Software shall perform materially in accordance with the applicable Software Documentation for a period of ninety (90) days from the time Okta first makes the Software available to Customer, and (iii) it owns or otherwise has sufficient rights in the Software to grant to Customer a license to use the Software granted herein.  As Customer's exclusive remedy and Okta's entire liability for a breach of the warranties set forth in this Section D.1, Okta shall use commercially reasonable efforts to correct the non-conforming Software at no additional charge to Customer, and in the event Okta fails to successfully correct the Software within a reasonable time of receipt of written notice from Customer detailing the breach, then Customer shall be entitled to terminate the applicable Subscription Licenses and receive an immediate pro rata refund of any prepaid, unused Fees for the non-conforming Software.  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 Section shall apply only if the applicable Software has been utilized in accordance with the Software Documentation, this On-Premise Supplement and applicable law.

D.2.    Disclaimer. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH UNDER SECTION D.1, OKTA AND ITS SUPPLIERS HEREBY DISCLAIM ALL (AND HAVE NOT AUTHORIZED ANYONE TO MAKE ANY) WARRANTIES RELATING TO THE SOFTWARE, PROFESSIONAL SERVICES OR OTHER SUBJECT MATTER OF THIS ON-PREMISE SUPPLEMENT, 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.  OKTA DOES NOT GUARANTEE THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT OKTA WILL CORRECT ALL SOFTWARE ERRORS.  THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS ON-PREMISE SUPPLEMENT, EXPRESS OR IMPLIED, EXCEPT FOR THE WARRANTIES SET FORTH UNDER SECTION D.1.  OKTA MAKES NO WARRANTY REGARDING ANY NON-OKTA APPLICATION WITH WHICH THE SOFTWARE MAY INTEROPERATE.

E.    Indemnification.  Notwithstanding anything to the contrary in the Agreement, in addition to the Infringement Claim exclusions set forth in the Agreement, Okta will have no indemnification obligations for any Infringement Claim of any kind to the extent that it results from Customer's use of a version of the Software which has been superseded, if the Infringement Claim could have been avoided by using an unaltered then-current version of the Software which was made available to the Customer.