



Okta Certification Program Agreement

This Okta Certification Program Agreement ("Agreement") is entered into by and between Okta, Inc. ("Okta") and you, as an individual Certification Program Candidate ("You" or "Candidate"), and sets forth the terms and conditions that govern your participation in the Okta Certification Program ("Program").

BY CLICKING THE "TAKE EXAM" BUTTON AND TAKING AN OKTA CERTIFICATION EXAM, YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. THE RIGHTS GRANTED UNDER THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL YOU HAVE FULLY MET ALL CERTIFICATION REQUIREMENTS.

IF YOU ARE NOT WILLING TO BE BOUND BY THIS AGREEMENT AND YOU DO NOT AGREE TO ALL ITS TERMS AND CONDITIONS, DO NOT CLICK THE "TAKE EXAM" BUTTON WHERE INSTRUCTED AND INFORM YOUR PROCTOR, AND YOU WILL NOT BE ABLE TO TAKE THE OKTA CERTIFICATION EXAM, OR RECERTIFICATION EXAM, AS APPLICABLE, OR PARTICIPATE IN THE PROGRAM.

1. **Certification.** Subject to Candidate clicking the "Take Exam" button, You will be granted access to the Certification Exam ("Exam") for the purpose of testing Your knowledge of Okta products and qualifying for the applicable Okta certification designation. Further, You acknowledge that You are 18 years of age or older. Children under the age of 18 are not allowed to use this website or transmit or otherwise submit personal information to Okta.

2. **Candidate Personal Information.** You will be required to provide personal information, which You hereby agree to provide, for the purpose of participating in the Program. This personal information will be collected prior to and throughout the duration of your participation in the Program, including but not limited to, during registration, via the Exam, and self-service portals. Candidates will be required to create a candidate profile in Okta's third party hosted test delivery partner site, including but not limited to, Examity, LLC, and other supporting third party businesses will have access to your personal information for the purposes of processing your certification, exam scheduling, exam delivery and processing of fees. You hereby consent to the transfer of your personal information to the United States or any other country outside of your home country where Okta or its licensee, agent or service provider are providing services or processing or storing personal data in accordance with the terms of Okta's Privacy Policy which may be found on our website, www.Okta.com. Okta's agents or service providers may also request to contact You directly about their products and services and You should review their privacy policies to address your particular needs and concerns.

3. **Confidential Information.** You agree that the Exam and all content related to the Exam are Okta's confidential and proprietary information ("Confidential Information"). You are prohibited from disclosing (whether verbally, in writing or in any media), disseminating, copying, publishing, or transmitting any Confidential Information in any form to any person, or using any Confidential Information for any other purpose. Candidate's obligations to protect Confidential Information shall survive the termination of this Agreement.

4. **Testing Regulations.** You agree to comply with all testing regulations required by Okta and/or Okta authorized contractors administrating the Exam, including without limitation, (i) You agree not to register for the Exam or apply for certification under more than one name or identity, and (ii) You agree not to take the Exam for another person.

5. **Certification Designation and Related Information Disclosure.** Third parties may contact

Okta in order to verify your Certification Designation status, and You hereby authorize Okta to disclose such information regarding your Certification Designation status to such third parties seeking verification. You acknowledge that Okta may provide third parties access to information regarding your Certification Designation via a publicly available online search tool that is searchable using your person information, such as, your first and last name. Okta may use and disclose personal information such as Your name, information about Exams for which You have registered, Your Certification Designation, and information regarding associated Exam results to administer and facilitate the Program, including Your participation therein or involvement thereto. Without limiting the foregoing, Okta may share information about Exams for which you have registered, your Certification Designation, and information regarding associated Exam results with Your employer or the entity paying for Your participation in the Program, and/or the entity to which You are providing services for the purposes of facilitating and improving the Program.

6. Okta Certification; Logo Rights. Effective upon receipt by Candidate of written confirmation from Okta that Candidate has successfully completed and passed the Exam, and subject to the terms of this Agreement, Okta grants to Candidate a personal, non-exclusive, nontransferable, revocable certification designation for a named credential ("Certification Designation") and the right to use such Certification Designation logo ("Logo") on business cards, resumes and letterhead, and websites solely in connection to the Okta product for which You have a valid Certification Designation and only during the period that your certification from Okta is valid . Your use of the Logo is subject to the terms of this Agreement and Okta's logo usage guidelines ("Logo Guidelines"). Candidate may not use the Logo in any way that: (i) may be construed to establish an affiliation between Okta and any third-parties other than the Candidate, or (ii) negatively impacts Okta's reputation or goodwill. Okta retains all rights, title and interest in the Certification Designation and Logo and no other rights are granted to Candidate hereunder other than as expressly set forth in this Agreement. Certification Designation upon successful completion of the Exam is not in any way a warranty or guarantee of an individual's abilities with regards to the Okta products and any representations made to the contrary by a certified individual are strictly prohibited.

7. Term and Termination. The term of this Agreement shall commence upon Candidate's acceptance of the terms and conditions and shall continue until terminated as provided herein. You may terminate this Agreement at any time upon written notice to Okta. Okta may terminate this Agreement with or without cause upon thirty (30) days' written notice to Candidate. Okta may revoke a Candidate's Certification Designation at any time, if in Okta's sole discretion, Okta determines that Candidate in any way: (i) assisted, or used assistance from others, in completing the Exam; (ii) circumvented or attempted to circumvent Okta program procedures or security mechanisms; or (iii) breached the terms of this Agreement. Upon termination of the Agreement for any reason, Candidate's right to use the Certification Designation and Logo shall cease immediately.

8. Indemnification. Candidate agrees to defend, indemnify, and hold harmless Okta and Okta officers, directors, Affiliates, employees and representatives from and against any and all claims, losses, liabilities, damages, deficiencies, costs and expenses, including attorneys' fees, arising out of, relating to, or caused directly or indirectly by: (i) Candidate's negligent act or omission, (ii) use or misuse of Designated Certification or use of Logo, (iii) breach of Candidate's confidentiality obligations, or (iv) breach of obligations under this Agreement.

9. Warranties. OKTA MAKES AND CANDIDATE RECEIVES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT. OKTA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability. OKTA'S TOTAL LIABILITY PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO OKTA, IF ANY, TO PARTICIPATE IN THE OKTA

PROGRAM. MOREOVER, OKTA SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, REVENUES, CONTRACTS, OR FAILURE TO REALIZE EXPECTED COST SAVINGS EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR SAME WERE REASONABLY FORESEEABLE. CANDIDATE ACKNOWLEDGES THAT THE FEES FAIRLY REFLECT THIS ALLOCATION OF RISK, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR BREACH OF WARRANTIES.

11. **Independent Contractor.** You acknowledge that You are an independent contractor and nothing herein shall be construed as creating a partnership, agency or any form of joint enterprise based on this Agreement or upon Candidate's authorized use of an Okta Certification Designation or Logo.

12. **Assignment, Waiver and Severability.** Candidate acknowledges that the rights and obligations hereunder, including any right to use a Logo, in whole or in part, are personal and may not be assigned by Candidate to any third party. Any attempted assignment will be null and void and shall constitute a breach of this Agreement. No modification of these terms and conditions or waiver of rights will be effective unless agreed in writing by the party to be charged. Waiver of any breach or default will not constitute waiver of any other right under these terms and conditions or any subsequent breach or default.

13. **Governing Law.** This Agreement shall be governed in all respects by and construed under the laws of the United States of America and the State of California without reference to choice of law principles. The state and federal courts located in San Francisco County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

14. **Remedies.** It is expressly agreed that a material breach of this Agreement by Candidate shall cause irreparable harm and a remedy at law would be inadequate. In addition to any and all remedies available at law, Okta shall be entitled to an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions of this Agreement.

15. **Notices.** All notices must be in writing and delivered via (i) email with confirmation of receipt; (ii) certified mail, return receipt, postage pre-paid; (iii) recognized courier service properly addressed and stamped with the required postage; or (iv) delivered by hand directed to the person specified below at the facsimile number listed below. Candidate's notice address, facsimile number and email address shall be designated at the time of registration. All notices to Okta must be sent to the attention of the General Counsel, Okta, Inc. 301 Brannan Street, Suite 100, San Francisco, CA 94107.

16. **Entire Agreement, Modifications.** This Agreement and any terms incorporated by reference including the Certification Program Handbook, Okta Privacy Policy, Program, and Logo Guidelines, constitute the entire agreement between Okta and Candidate and supersede and terminate any and all prior agreements or contracts, written or oral, concerning the Program. To the extent there is any conflict of terms, the order of precedence shall be as follows: Certification Program handbook, Certification Program Agreement, and Privacy Policy. If any of the provisions of this Agreement are declared to be invalid, such provisions will be severed from this Agreement and the other provisions hereof will remain in full force and effect. Okta reserves the right to modify the Program, Okta Certification Program Handbook, requirements for Certification, the Exams, Okta Privacy Policy, Logo Guidelines, or this Agreement at any time, without notice.