



OKTA, INC.

U.S. Government Addendum to Okta, Inc. Master Subscription Agreement

This U.S. government addendum ("Addendum") is incorporated into and forms part of the Okta, Inc. Master Subscription Agreement, which is generally available at <https://www.okta.com/agreements> (or other such titled written or electronic agreement addressing the same subject matter) between Okta and Customer ("Agreement") and which governs the provision and use of Okta products or services. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings given to them in the Agreement.

This Addendum applies to United States government customers, including entities of the United States Federal Government ("Federal"), as well as state, local, or public education entities created by the Laws (including constitution or statute) of the applicable state ("SLED"). Okta acknowledges that statutes and regulations governing Federal and SLED customers may sometimes require that certain terms in commercial supplier agreements be limited and may be ineffective and inoperative. Therefore, to the extent the deviations set forth in this Addendum are required by applicable Law, Okta and Customer agree that the following provisions take precedence over any conflicting terms in the Agreement:

1. Business Purpose/Grant of License. Okta acknowledges that references to "business purpose" in the Agreement includes government purposes authorized by applicable Laws.
2. FOIA/Public Disclosure Laws. Notwithstanding any confidentiality obligations in the Agreement, Okta acknowledges that Customer may be compelled to disclose Confidential Information pursuant to the Federal Freedom of Information Act and any state equivalents or other applicable public disclosure Laws. Okta acknowledges that such Confidential Information, including the terms and conditions of the Agreement, related Order Forms, Statements of Work, other attachments, or pricing information, may be disclosed to third parties upon request to the extent compelled by such Laws; provided that, prior to any such disclosure, Customer provides prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Okta's cost, if Okta wishes to contest the disclosure.
3. Fees and Taxes. Okta understands that Customer may be subject to applicable Laws governing payment, including availability of funds, timing of payments, late payment interest penalties, and taxes.
4. Free Trials. In addition to any terms and conditions set forth in the Agreement governing Free Trials, (i) any Free Trial is offered without any expectation of future payment from Customer, and Okta expressly waives any future claims for payment from Customer in connection with any Free Trial; (ii) any Free Trial is provided to Customer as a Federal or SLED entity and not for the personal benefit of any specific government employee or personnel, (iii) Customer agrees it is legally permitted to receive Free Trials; and (iv) Customer agrees its use of any Free Trial does not create any conflict of interest and shall not adversely impact Okta's or an Okta Partner's ability to sell Okta products and services to Customer or any affiliated government entity.
5. Indemnification.
 - (a) No Customer Indemnification Obligation. To the extent applicable Law prohibits Customer from indemnifying Okta, any terms or conditions in the Agreement requiring Customer to indemnify Okta shall be deemed void and not binding against Customer.
 - (b) Take Down Requirement. In the event of any Claims brought against Okta alleging that Customer Data infringes or misappropriates a third party's intellectual property rights or violates applicable Laws, or arising out of Customer's use of any Service in breach of the Agreement, the Documentation, or applicable Order Form, Okta may require, by written notice to Customer, that Customer delete from the Service any Customer Data, or cease use of the applicable Service, that is the subject of any Claims. Promptly after receiving any such notice, Customer will delete such Customer Data, or cease such applicable use of the Service, and certify such deletion or cessation to Okta in writing. Okta shall be authorized to provide a copy of such certification to the applicable claimant.
 - (c) Government Control of Defense. Any provision of the Agreement requiring Okta to defend or indemnify Customer is hereby amended, to the extent required by applicable Laws, to provide that the U.S. Department of Justice (for a Federal Customer) or applicable State Attorney General's Office (for a SLED Customer) has the sole right to represent the respective Federal or SLED entity in litigation and other formal proceedings.
6. Controlling Law, Venue, Disputes, and Attorneys' Fees. Notwithstanding anything in the Agreement to the contrary:
 - (a) Federal. As it relates to Federal entities, the Agreement and any disputes arising out of or related thereto shall be governed by U.S. Federal Law. Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal Law is hereby deleted and superseded by the forum or venue required by applicable Law. If Okta believes a Federal Customer



is in breach of the Agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Law while continuing performance as set forth in Federal Acquisition Regulation 52.233–1 (Disputes).

- (b) SLED. As it relates to SLED entities, the Agreement and any disputes arising out of or related thereto shall be governed by the laws of the state pursuant to which Customer is created, or else the state in which Customer's primary headquarters or main office is geographically located. With respect to all disputes arising out of or related to the Agreement, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in such state.
- (c) Attorneys' Fees. Any language requiring Customer to pay Okta's attorneys' fees is hereby deleted.