okta

ORDER FORM

Quote Number:	Q-46175
Pricing Valid Through:	3/3/2018
Account Representative:	Marissa DuBois

Customer & Billing Details

Sold To		Accounts Payable Contact	
Customer Legal Name:	AppDynamics LLC		
Sold to Contact:	Bryant Macy	**Bill to Contact:**	AppDynamics Accounts Payable
Email:	bryant.macy@appdynamics.com	**Email:**	accountspayable@appdynamics.com
Tel:	(650) 207-8986	**Tel:**	+14154428400
Address:	303 Second Street Suite 800	**Address:**	303 Second Street Suite 800
	San Francisco, CA		San Francisco, CA
	94107		94107
	United States		United States

Subscription Terms & Conditions

Start Date:	2/28/2018	**Billing Frequency:**	Annual	**PO Number:**	
End Date:	7/31/2020	**Payment Terms:**	Net 30		
Term (Months):	29	**Auto Renew:**	No		
		Currency:	USD		

SERVICE	UNIT OF MEASUREMENT	QUANTITY	PRICE/UOM*	TOTAL
IT Products - API Access Management	Users per Month	20	2.00	205.26
Support - Premier Plus Success Package	Recurring	1	120.00	51.32
Sandbox - Preview Sandbox	Recurring	1	0.00	0.00
Sandbox - Preview Sandbox	Recurring	1	0.00	0.00
02/28/2018 - 07/31/2018 Subtotal				**256.58**
IT Products - API Access Management	Users per Month	20	2.00	480.00
Support - Premier Plus Success Package	Recurring	1	120.00	120.00

SERVICE	UNIT OF MEASUREMENT	QUANTITY	PRICE/UOM*	TOTAL
Sandbox - Preview Sandbox	Recurring	1	0.00	0.00
Sandbox - Preview Sandbox	Recurring	1	0.00	0.00
08/01/2018 - 07/31/2019 Subtotal				**600.00**
IT Products - API Access Management	Users per Month	20	2.00	480.00
Support - Premier Plus Success Package	Recurring	1	120.00	120.00
Sandbox - Preview Sandbox	Recurring	1	0.00	0.00
Sandbox - Preview Sandbox	Recurring	1	0.00	0.00
08/01/2019 - 07/31/2020 Subtotal				**600.00**
			Total:	**1,456.58**

TOTAL ORDER	**1,456.58**

* The Price per Unit of Measurement shown above has been rounded to two decimal places for display purposes. The totals for this order form were calculated using the actuals price, rather than the rounded price shown above and are the true and binding totals for this Order Form.

ADDITIONAL TERMS AND CONDITIONS:

1 **SERVICE TERMS.** The Service is purchased on a Price per Unit of Measurement (UOM) as defined below:

1.1 **Users per Month** is a per-User subscription basis and Customer may authorize no more than the number of Users specified above. In addition, (i) the number of Users purchased may not be decreased during the Term, (ii) additional Users may be added during the then-current Term at the same pricing as that for the pre-existing Users thereunder, prorated for the remainder of the Term in effect at the time the additional Users are added, and (iii) the added Users shall terminate on the same date as the then-current Term. User subscriptions are for named Users only and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service.

1.2 **Monthly Active Users (MAU) per Year** are purchased on a per-Active User in a calendar month basis and Customer may not exceed the number of Active Users specified above per annual Term. A Monthly Active User shall be calculated as when a User authenticates with the Service, provided that if a unique User authenticates with the Service more than one (1) time in a calendar month that will only be calculated as one (1) Active User. In addition, (i) the number of Monthly Active Users purchased may not be decreased during the Term and (ii) the added Monthly Active Users shall terminate on the same date as the then-current Term. In the event that Customer exceeds the specified Quantity of MAUs per Year for any Platform Service, Customer will be subject to an overage fee that is calculated as two times the Price/UOM of the relevant Service(s) as defined in the Effective Pricing section of Attachment 1.

2   **PAYMENT TERMS.** Customer will be invoiced in advance in accordance with the Billing Frequency and Payment Terms set forth above for the amount(s) outlined above ("Fees"). Fees shown above 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.

3   **SUBSCRIPTION TERMS**. This Order Form is entered into as of the date last signed below (the "Effective Date") between Okta, Inc. with offices at 301 Brannan Street, Suite 100, San Francisco, California 94107 ('Okta'), and the Customer listed above ("Customer"). This Order Form incorporates and is subject to the terms set forth in the Okta Inc. Subscription License and Professional Services Agreement previously executed by the parties ('Agreement'). To the extent that the terms of the Agreement are in conflict with the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. 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 date hereof.

The parties' authorized signatories have duly executed this Order Form as of the Order Form Effective Date:

OKTA, INC.:   **CUSTOMER**

By: _Jake Randall_   By: _(signature)_

Name: Jake Randall   Name: Elise Leung

Title: VP, Business Operations   Title: General Counsel

Date: February 13, 2018   Date: February 12, 2018

CUSTOMER NOTICE: PRODUCT NAME UPDATES

Effective September 5th, 2017, based on customer feedback, we have updated the names of our products to more accurately describe their capabilities. We have not changed product capabilities or pricing in concert with these name changes.

Updated Product Names:
- "Platform" is now **"API Products".**
- "Enterprise IT" is now **"IT Products".**
- "Okta Application Network" is now **"Okta Integration Network".**
- "OAN" is now **"OIN".**

We will use these updated Product Names on Order Forms and Invoices moving forward.