

100 1st Street

San Francisco, CA 94105

**United States** 

ORDER FORM

**Quote Number:** Q-750612

**Pricing Valid Through:** October 16, 2023

**Account Representative** Alex Veizaga

**PO Number:** 

#### **Customer & Billing Details**

Sold To **Accounts Payable Contact** 

Allied Global Marketing **Customer Legal Name:** 

**Sold to Contact:** Mike Eggermann

meggermann@alliedglobalmarketing.com Email:

+17322130224 Tel:

55 Cambridge Parkway, Suite 200 Address:

New York, NY

02142 United States

**Bill to Contact:** Mike Eggermann

> meggermann@alliedglobalmarketing.com Email:

Tel: +17322130224

55 Cambridge Parkway, Suite 200 Address:

New York, NY

02142 **United States** 

### **Subscription Terms & Conditions**

March 31, 2024 **Billing Frequency:** Annual **Start Date:** 

March 30, 2027 **Payment Terms:** Net 30 **End Date:** Term (Months): 36 No **Auto Renew: Renewal Term (Months):** 36 USD **Currency:** 

## RECURRING

Year 1: March 31, 2024 - March 30, 2025

<b>Business Unit</b>	Unit of Measurement	Quantity**	Price/UOM*	Total
Okta	Users per Month	630	USD 3.33	USD 25,183.87
Okta	Per Unit	630	USD 7.47	USD 56,548.80
Okta	Users per Month	630	USD 1.11	USD 8,394.62
Okta	Users per Month	630	USD 1.11	USD 8,394.62
Okta	Recurring	1	USD 14,778.29	USD 14,778.29
	Okta Okta Okta Okta	Okta Users per Month Okta Per Unit Okta Users per Month Okta Users per Month	Okta Users per Month 630  Okta Per Unit 630  Okta Users per Month 630  Okta Users per Month 630  Okta Users per Month 630	Okta         Users per Month         630         USD 3.33           Okta         Per Unit         630         USD 7.47           Okta         Users per Month         630         USD 1.11           Okta         Users per Month         630         USD 1.11

Year 1: March 31, 2024 - March 30, 2025 TOTAL: USD 113,300.20

Year 2: March 31, 2025 - March 30, 2026

Okta				
Okia	Users per Month	630	USD 3.33	USD 25,183.87
Okta	Per Unit	630	USD 7.47	USD 56,548.80
Okta	Users per Month	630	USD 1.11	USD 8,394.62
Okta	Users per Month	630	USD 1.11	USD 8,394.62
Okta	Recurring	1	USD 14,778.29	USD 14,778.29
	Okta Okta	Okta Users per Month Okta Users per Month	Okta Users per Month 630 Okta Users per Month 630	Okta Users per Month 630 USD 1.11 Okta Users per Month 630 USD 1.11

Year 2: March 31, 2025 - March 30, 2026 TOTAL: USD 113,300.20

Year 3: March 31, 2026 - March 30, 2027

Service	<b>Business Unit</b>	Unit of Measurement	Quantity**	Price/UOM*	Total
IT Products - Adaptive MFA	Okta	Users per Month	630	USD 3.33	USD 25,183.87
IT Products - Okta Identity Governance	Okta	Per Unit	630	USD 7.47	USD 56,548.80
IT Products - Single Sign-On	Okta	Users per Month	630	USD 1.11	USD 8,394.62
IT Products - Universal Directory	Okta	Users per Month	630	USD 1.11	USD 8,394.62
Support Silver Package	Okta	Recurring	1	USD 14,778.29	USD 14,778.29
Year 3: March 31, 2026 - March 30, 2027 TOTAL:					

Grand Total USD 361,953.14

<sup>\*</sup> 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.

<sup>\*\*</sup> For clarity, the Quantity designation for Support Services does not mean Support Services are sold on a fixed rate basis. Support Services fees are based on the subscriptions purchased for the Service.

#### **ADDITIONAL TERMS AND CONDITIONS:**

- Refer to the section below the terms and conditions to view the stub (less than one full year) portion of the contract. The "Grand Total" above will be inclusive of the line items for the stub period below and need to be factored into the quote prior to final approvals.
- 2 **SERVICE TERMS.** The Service is purchased on a Price per Unit of Measurement as defined below:
- 2.1 **A User ID** is a unique user identifier assigned to the User object by the Okta application. If a User (including non-human devices, such as applications or services) has more than one User ID, each User ID in an Active Status is measured separately for purposes of determining the number of User IDs that must be procured at a given time.
- 2.2 **Users per Month** is a per Active User ID subscription basis and Customer may authorize no more than the number of User IDs specified above. In addition, (i) the number of User IDs per purchased may not be decreased during the Term, (ii) additional User IDs may be added during the then-current Term at the same pricing as that for the pre-existing User IDs thereunder, prorated for the remainder of the Term in effect at the time the additional User IDs are added, and (iii) the added User IDs shall terminate on the same date as the then-current term. If a user is assigned to multiple non-sandbox orgs, a unique User ID will be assigned to each user per org, and each User ID in an Active Status is measured separately for determining the number of Users per Month.
- If Customer exceeds its purchased subscriptions, Okta may work with Customer to reduce Customer's usage so that it conforms to such limit. If Customer is unable or unwilling to abide by such limit within thirty (30) days of notice, Customer shall execute an Order Form for additional quantities of the applicable Service promptly upon Okta's request and/or pay any invoice for excess usage. Please see relevant Okta or Auth0 Product Subscription Reference Guide

   <a href="https://support.okta.com/help/s/product-subscription-reference-guide?language=en\_US">https://support.okta.com/help/s/product-subscription-reference-guide?language=en\_US</a> for more detail on how different User types (i.e., workforce and customer identity) and platform capabilities (such as Primary and Secondary Auth, Private Cloud, International Deployments, and other add-ons) are defined by product.
- 4 **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.
- 5 **SUBSCRIPTION TERMS**. This Order Form ("OF") is entered into as of the date last signed below ("Effective Date") between Okta, Inc. with offices at 100 1st Street, San Francisco, California 94105, USA ("Okta"), and the Customer listed above ("Customer"). This OF is governed by the applicable Okta Master Subscription Agreement ("MSA") available at: https://www.okta.com/agreements ("Agreement"). This OF shall prevail in the event of any conflict between the terms of this OF and the Agreement. 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 Effective Date.
- Okta Identity Governance includes Okta Access Governance, Okta Workflows, and Okta Lifecycle Management. Okta Access Governance includes three features: Access Requests, Access Certifications, and Reporting. Okta Workflows includes 150 flows.

  Okta Identity Governance is excluded from: (i) the Service as defined within the Okta Business Associate Addendum (if applicable between Okta and Customer), (ii) any Service support location requirements; (iii) any other Health Insurance Portability and Accountability Act standards applicable to Okta's 'Regulated Community Cloud' Service; and (iv) Okta's FedRAMP authorization package.
- 7 Workflows: Okta Workflows is excluded from Okta's FedRAMP authorization package.
- 8 The total price for this Order Form is inclusive of product and pricing in the Product Tables above and the Product Tables in Attachment 1.
- 9 Support Services. Okta will provide the Support Services to Customer subject to and in accordance with the support policy set forth at <a href="https://www.okta.com/support-terms/">https://www.okta.com/support-terms/</a>

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

OKTA, INC.:		CUSTOMER: Allied Glo	obal Marketing
	DocuSigned by:		DocuSigned by:
By:	leslie Hui	By:	Mike Eggermann
Name:	Ees/198@0948396429	Name:	MTKEEE EG GE FANN
Title:	VP, AO & FT	Title:	VP, IT
Date:	October 13, 2023	Date:	October 13, 2023

# Attachment 1

## RECURRING

Year 1: October 1, 2023 - March 30, 2024

Service	Business Unit	Unit of Measurement	Quantity	Price/UOM	Total
IT Products - Okta Identity Governance	Okta	Per Unit	630	USD 7.47	USD 28,122.39
Support Silver Package	Okta	Recurring	1	USD 15,228.30	USD 7,573.21
IT Products - Lifecycle Management	Okta	Users per Month	-675	USD 2.22	USD - 8,946.28
Support - Premier Success Package	Okta	Recurring	-1	USD 9,444.38	USD - 4,696.80
Vagr 1 - October 1 - 2023 - March 30 - 2024 TOTAL -					USD

Year 1: October 1, 2023 - March 30, 2024 TOTAL:

USD 22,052.52