



OKTA, INC. INTEGRATION AGREEMENT

PLEASE READ THIS OKTA INTEGRATION AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE SUBMITTING ANY INTEGRATION, OR ANY OTHER SOFTWARE OR CODE TO THE OIN, THE AUTH0 MARKETPLACE, OR ANY OTHER MARKETPLACE THAT OKTA MAY MAKE AVAILABLE (COLLECTIVELY, THE “INTEGRATION SERVICE”). THIS AGREEMENT GOVERNS INTEGRATOR’S SUBMISSION, DEVELOPMENT, TESTING, MAINTENANCE, AND SUPPORT OF ANY CURRENTLY EXISTING OR FUTURE INTEGRATION, SOFTWARE OR CODE SUBMITTED TO THE INTEGRATION SERVICE.

BY SUBMITTING AN INTEGRATION, AND/OR ANY OTHER SOFTWARE OR CODE TO THE INTEGRATION SERVICE, OR OTHERWISE ACCEPTING THIS AGREEMENT IN ANY MANNER, INCLUDING BUT NOT LIMITED TO CLICKING A CHECK BOX OR BUTTON, INTEGRATOR AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS OF THIS AGREEMENT, IN WHICH CASE THE TERM "INTEGRATOR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT SUBMIT ANY INTEGRATION, OR ANY OTHER SOFTWARE OR CODE TO THE INTEGRATION SERVICE. INTEGRATOR REPRESENTS AND WARRANTS THAT IT HAS THE LEGAL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND THAT ENTERING THIS AGREEMENT IS NOT A BREACH OF ANY OTHER AGREEMENT TO WHICH IT IS BOUND.

This Agreement is effective between Integrator and Okta Inc. including its Affiliates and subsidiaries (“Okta”), as of the date of Integrator’s acceptance of this Agreement (“Effective Date”).

1. Definitions.

- 1.1. “Affiliate” means, with respect to Okta or Integrator, any entity that directly or indirectly controls, is controlled by, or is under common control with Okta or Integrator, respectively. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. “API” means an application programming interface that allows access to certain functionality and/or data provided by the product(s) (or components thereof).
- 1.3. “Auth0 Marketplace” means the catalog of Integrations made available by Okta at <https://marketplace.auth0.com/> as may be updated from time to time.
- 1.4. “Background Works” means any materials (including, but not limited to reports, documents, prototypes, data, drawings, models, code, APIs, and applications) and any Intellectual Property Rights thereto, which are (a) owned by either party prior to beginning any Integration(s) development including those used in the course of any Integration(s) under this Agreement; and (b) which are not generated in the course of any Integration(s) under this Agreement.
- 1.5. “Data Protection Laws and Regulations” means all laws and regulations applicable to the processing of Personal Data under this Agreement.
- 1.6. “Integration” means an integration, template, workflow, sample code, protocol, and/or other technology or capability between Okta Product(s) and Integrator Product(s) and/or Third Party Product(s) submitted to the Integration Service.
- 1.7. “Integration Service Content” means the software, software development kits, libraries, application programming interfaces, products, services, technologies, templates, content, information, resources, code, tools, toolkits, developer environments, user guides



and other documentation that Okta makes available for use in connection with the Integration Service, as may be updated by Okta from time to time, including without limitation those available at <https://developer.okta.com>, <https://marketplace.auth0.com/>, <https://auth0.com/partners>, <https://oinmanager.okta.com/>, including Okta's OIN Manager Tool, ISV Portal, and Connector Builder, <https://auth0.com/developers>, <https://auth0.com/docs/>, <https://support.okta.com>, and <https://support.auth0.com/>.

1.8. "Integrator" means (a) in the case of an individual acting on behalf of a company or other legal entity, such company or other legal entity, or (b) in the case of an individual acting on his or her own behalf, such individual, or (c) a company or other legal entity that has registered as a development partner in the Auth0 Marketplace, and is commonly referred to as a Marketplace Partner, in each case who has agreed to this Agreement.

1.9. "Integrator Content" means Integrator's Integration(s), Configuration Guide, and any content, documentation, information or materials provided by Integrator in connection with Integrator's Integration(s).

1.10. "Integrator Product(s)" means the products and/or services provided by Integrator and for which the Integrator desires to create the Integration(s).

1.11. "Intellectual Property Rights" means any patent (including utility models and design patents), copyright, trademark, trade name, service mark, service name, brand mark, brand name, logo, corporate name, Internet domain name or industrial design, any registrations thereof and pending applications therefor (to the extent applicable), any other intellectual property right (including, without limitation, any know-how, trade secret, trade right, formula, conditional or proprietary report or information, customer or membership list, any marketing data, and any computer program, software, database or data right), and license or other contract relating to any of the foregoing, and any goodwill associated with any business owning, holding or using any of the foregoing.

1.12. "Laws" means any local, state, or national law, treaties, and/or regulations applicable to a respective party, including Data Protection Laws and Regulations.

1.13. "OIN" means the Okta Integration Network, including the catalog of Integrations made available by Okta at <https://www.okta.com/integrations/>, as may be updated from time to time.

1.14. "Okta Products" means the products and services made available online by Okta, including the Auth0 Platform (or successor branding) and the Integration Service, and associated Okta offline or mobile components.

1.15. "Personal Data" means any information relating to (a) an identified or identifiable natural person or, (b) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally-identifiable information under Data Protection Laws and Regulations).

1.16. "Third Party Product(s)" means the products and/or services provided by a third party and for which the Integrator desires to create the Integration(s).

2. Development, Maintenance, Review, and Support.

2.1. Development and Maintenance. Integrator agrees to successfully develop, test, complete, and submit to Okta, in accordance with the Integration Service Content, Integration(s) and written documentation to be made available to Okta's customers through the Integration Service that accurately describes the Integration(s) and how to configure the Integration(s) (the "Configuration Guide(s)"). Integrator will continue to support the Integration(s) to ensure the continued efficacy of the Integration(s) and update the Configuration Guide(s), as needed, for the duration of this Agreement and after the term of this Agreement for a period of one year. If either party issues a new release or makes any change(s) to the Integration(s) or its product(s), within sixty (60) days of such release or change, Integrator shall update the Integration(s) and the Configuration Guide(s) as needed to stay current.



2.2. Test Bed. Integrator will make available to Okta, at no charge, access to a developer account and/or sandbox instance of the Integrator Product(s) for use by Okta to develop, configure, test, and/or support the Integration(s), which Okta may conduct itself or through a third party. Integrator agrees that Okta and its agents or contractors developing, configuring, and/or testing the Integration(s) will bear no responsibility for, or liability in connection with, any damages or claims arising from such testing.

2.3. Load Testing or Penetration Testing. Okta allows its customers that purchase certain Okta Products to conduct load testing on customer infrastructure and applications that interoperate with the Auth0 Platform, and penetration testing on customer infrastructure, applications, and the Auth0 Platform, as Okta customers determine to be necessary or advisable, subject to customer signing Okta's Penetration Testing Agreement prior to any testing and Okta's prior written approval. Okta customers shall also have the right to conduct such testing on Integrations in the Marketplace in accordance with Okta's policies and subject to Okta's prior written approval. Okta is not responsible for or liable to Integrator for any damages, interruptions, downtime, data breaches, incidents or any other negative consequences of such customer load or penetration testing.

2.4. Review. Okta reserves the right, without prior notice, to conduct any review of any Integrator Content. Okta may, without prior notice, adopt and change the Integration Service Content and the Configuration Guide, or its review standards, processes, and guides at any time in its sole discretion. Integrator must submit Integrator Content to Okta for review or listing on the Integration Service through Okta's online submission process. Integrator acknowledges that it is solely responsible for, and that Okta has no responsibility or liability for, the development, installation, operation, or maintenance of Integration(s). Okta reserves the right, in its sole discretion, to refuse to list and/or remove any Integration(s) at any time for any reason. Once an Integration is published in the Integration Service, Okta can keep the Integration listed in the Integration Service, if it so chooses, but Okta does not have an obligation to maintain the Integration.

2.5. Support for the Integration Service. Okta may, but is not obligated to, provide support for the Integration Service.

2.6. Customer Support. Integrator will use commercially reasonable efforts to troubleshoot a customer problem to first determine if the source of the problem is related to Integrator Product(s), Third Party Product(s), or Okta Product(s). If Integrator reasonably determines that the source of the problem is due to an Integrator Product and/or Third Party Product, then Integrator shall use commercially reasonable efforts to provide support for such products. If Integrator reasonably determines that the source of the problem is due to an Okta Product(s) and the issue involves a customer of Okta, Integrator will immediately report the problem to Okta's support organization by email to developers@okta.com and Okta's support organization shall use commercially reasonable efforts to provide support for its product. Okta shall have no obligation to provide customer support to Integrator's users, unless those users are also customers of Okta and Okta is required to provide customer support to such users, pursuant to any written agreements between Okta and such users.

2.7. Subcontractors. Either party may engage subcontractors to perform part of its obligations under this Agreement; provided, however, that each party shall remain responsible and liable for the performance of its subcontractors to the same extent such party would be liable under this Agreement. If engaging a subcontractor(s), each party shall ensure that the agreement with its subcontractor(s) complies with Laws and includes terms and conditions necessary to ensure any subcontractor's compliance with the duties and obligations herein of the party retaining said subcontractor(s), including but not limited to any assignment of Intellectual Property Rights and waivers of moral rights as applicable. If a subcontractor has access to or processes any Personal Data submitted by customers of Okta, then the party engaging the subcontractor shall conduct reasonable due diligence and security assessments of such subcontractor(s) and ensure its agreement with such subcontractor(s) contains security and data protection provisions similar or more stringent than those provided by the party.

2.8. General Compliance. Each party will perform its activities under this Agreement in compliance with all Laws applicable to its performance hereunder, including all applicable export control and economic sanctions laws and regulations and anti-corruption laws, including without limitation the US Foreign Corrupt Practices Act and the UK Bribery Act. Okta retains the right to suspend or terminate this Agreement immediately upon written notice if Integrator makes a false or fraudulent statement or representation, or if Integrator otherwise violates this section.

3. Marketing Activities.



3.1. Marketing. Integrator hereby grants to Okta the worldwide, non-exclusive, sublicensable, assignable, royalty-free, perpetual, and irrevocable right and permission to use images and other representations of the Integration(s) and portions thereof, information about the Integration(s), Integrator's social media handles, links to Integrator's website, and Integrator's name, logos, and other trademarks (including, without limitation, any names, logos, and other trademarks related to the Integration(s)) (collectively, "Integrator Trademarks"), together with any other material relating to the Integration(s), in any manner, in any and all media (whether now or hereafter known), for purposes of advertising and promoting the Integration(s), Okta, and Okta Products. Okta agrees to use the Integrator Trademarks in accordance with the guidelines provided by Integrator to Okta in advance in writing, provided that any inadvertent failure by Okta to comply with such guidelines shall not be deemed a breach of this Agreement and Okta shall be permitted the ability remedy its use to be in compliance with such guidelines.

3.2. Marketing Approval, Marketing Claims, and Marketing Activities. Integrator shall have no right of approval and no claims of any kind arising out of any exercise of the rights granted herein. Nothing in this Agreement shall obligate Okta to undertake any sales or marketing activities unless such activities are specifically agreed upon in writing by the parties.

4. Security, Privacy, and Data Protection.

4.1. Security Measures. Integrator shall maintain appropriate organizational and technical measures for the protection of the security, confidentiality, and integrity of Personal Data accessed or processed by the Integration(s), and/or in connection with this Agreement in accordance with Laws. Integrator will not materially decrease the overall security of the Integrator Product(s) or the Integration(s) during the Term.

4.2. Privacy and Data Protection. When Integrator Product(s) and/or Third Party Product(s) connect to the Integration Service, the Integrator Product(s) and/or Third Party Product(s) may supply Personal Data, metadata and usage data to Okta Product(s) for the purpose of maintaining and improving the intended functionality of the Integration. Okta may collect and store such data to ensure product functionality, and to assist in debugging, support, and for security purposes. Any Personal Data that Okta receives in connection with Integrator's participation in the Integration Service, including but not limited to, address, IP address, or phone number, is subject to Okta's Privacy Policy. Where Integrator has access to or receives any Personal Data from Okta or its customers in connection with this Agreement, Integrator agrees that it will only process the Personal Data for the purposes set forth in this Agreement and in accordance with Laws, including any applicable requirements to provide any notice(s), make any disclosure(s) and obtain any necessary consent(s) and other authority required by and in accordance with Laws, including Data Protection Laws and Regulations. The parties shall cooperate in good faith to enter into additional or modified contract terms to address any modifications, amendments, or updates to the Laws, including Data Protection Laws and Regulations.

4.3. Integrator Terms of Use and Privacy Policy Requirement. Integrator, not Okta, makes its Integrations available to users, and Integrator must provide its own legally adequate customer terms of use and privacy policy to users ("Integrator Terms") for each individual Integration. Any information that Integrator collects, stores and processes from users or the systems a user uses to access or deploy the Integration, including Personal Data, will be subject to the Integrator Terms. Integrator agrees that Okta does not and will not have any responsibility for or liability related to compliance or non-compliance by Integrator or any user with respect to Integrator's Integrator Terms.

5. Ownership and Feedback.

5.1. Ownership of Background Works. Each party shall continue to own all rights, title and interest to its Background Works. All materials pertaining to Background Works (including, but not limited to, reports, documents, prototypes, data, drawings, models, code, API, and applications) and any Intellectual Property Rights thereto which are submitted by a party to the other for the performance of this Agreement shall remain the submitting party's property. Neither party shall use such Background Works belonging to the other party except to fulfill its obligations or exercise its rights under this Agreement and for no other purpose.



5.2. Ownership of Intellectual Property. Except as specifically set forth herein, each party shall retain all right, title, and interest in its products and services, including any and all Intellectual Property Rights embodied in the products and documentation and other written materials for the products, Intellectual Property Rights, and for any works or materials which it creates in connection with this Agreement. Except as explicitly provided for herein, this Agreement does not transfer any Intellectual Property Rights between the Parties. For clarification purposes (a) Integrator retains all right, title, and interest in the Integrator Products, the Integrator's Intellectual Property Rights, and the Integrator's Confidential Information; and (b) Okta retains all right, title, and interest in and to the Okta Products, Okta's Intellectual Property Rights, Okta resources available on Okta's websites, and Okta's Confidential Information and all improvements and modifications thereto and all derivative works thereof. Each party represents and warrants that it has and shall maintain the requisite permissions and/or authority to include and/or authorize any Intellectual Property Rights in any submissions with respect to the Integration Service. Other than as expressly set forth in this Agreement, no license or other rights in or to a party's products, services, or intellectual property is granted, and all such licenses and rights are hereby expressly reserved.

5.3. License to Integrator Content. Subject to the terms of this Agreement, including the confidentiality obligations set forth in Section 6, Integrator grants to Okta and its Affiliates and applicable contractors a non-exclusive, worldwide, royalty-free, transferable, sublicensable license to host, copy, transmit, use, reproduce, display, test, certify, support, maintain, modify, promote, market, and distribute through various channels Integrator Content for Okta's use in developing, maintaining, supporting, and offering the Integration(s).

5.4. License to Integrator Product(s). Subject to the terms and conditions stated in this Agreement, including the confidentiality obligations set forth in Section 6, and any other agreement(s) between Okta and Integrator, Integrator grants Okta a non-exclusive, non-transferable, limited license during the term to access and use Integrator Product(s) to test, maintain, support, provide, analyze, and improve the Integration, the Configuration Guide, the Integration Service, and the applicable Okta Products.

5.5. License to Integration Service. Subject to the terms of this Agreement, including the confidentiality obligations set forth in Section 6, and any other contract(s) between Okta and Integrator, Okta grants to Integrator a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Integration Service, in accordance with the Integration Service Content, as reasonably necessary for Integrator to develop, test, maintain, and support the Integrator's Integration(s). Integrator may not use Integration Service for any other purpose. Integrator acknowledges that Okta Products, including the Integration Service and the Integration Service Content, are and will remain the exclusive property of Okta. Nothing in this Agreement is intended to or shall grant Integrator rights to Okta Products, the Integration Service or Integration Service Content, except as stated in this section.

5.6. Restrictions. Integrator agrees that it will not, and it will not permit or induce any third party to: (a) copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to Okta Products, or any part thereof; (b) send or store infringing, unlawful or tortious material, or send or store material in violation of any third party privacy or confidentiality rights; (c) abuse or attack or attempt to abuse or attack Okta Products, intentionally or unintentionally, including, but not limited to sending or storing viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (d) attempt to gain unauthorized access to, or disrupt the integrity or performance of, Okta Products; (e) modify, copy or create derivative works based on Okta Products, or any portion thereof; (f) access Okta Products for the purpose of building a competitive product or service or copying its features or user interface; or (g) use Okta Products for any purpose other than as outlined in this Agreement or any other contracts between the parties.

5.7. Feedback. All suggestions, ideas, enhancement requests, feedback, recommendations, or other information ("Feedback") provided by Integrator to Okta relating to Okta Product(s) shall be non-confidential and may be used by Okta for any purpose without acknowledgement or compensation. Okta shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Okta Product(s) any Feedback. Okta shall have no obligation to use Feedback and Integrator shall have no obligation to provide Feedback.

6. Confidentiality.



As used herein, “Confidential Information” means (a) the Integration Service, Integration Service Content, and the terms and conditions of this Agreement; and (b) each party’s technical and business information (including but not limited to hardware, software, designs, specifications, techniques, processes, procedures, research, development, projects, products or services, business and marketing plans or opportunities, finances, vendors, test results and other security information, and defect and support information and metrics) that is designated by the disclosing party as confidential or the receiving party should reasonably know is confidential given the nature of the information and circumstances of disclosure. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event using less than a reasonable standard of care. A party shall not disclose or use any Confidential Information of the other party for any purpose outside the scope of this Agreement, without the disclosing party’s prior written permission. A party may disclose the other party’s Confidential Information to its employees, contractors, agents, and Affiliates that have signed an agreement containing disclosure and use provisions substantially similar to those set forth herein and have a “need to know” in order to carry out the purpose of this Agreement. Confidential Information shall not include any information that (a) is or becomes generally known to the public, other than as a result of the act or omission of the receiving party; (b) was rightfully known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (c) is lawfully received from a third party without breach of any obligation owed to the other party; or (d) was independently developed by a party without breach of any obligation owed to the other party. If a party is compelled by law to disclose Confidential Information of the other party, it shall provide prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. Due to the unique nature of the parties’ Confidential Information disclosed hereunder, there may be no adequate remedy at law for a party’s breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching party. Therefore, upon any such breach or threat thereof, the party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it. Confidential Information is and shall remain the property of the disclosing party.

7. Warranties; Disclaimer.

7.1. Warranties. Integrator warrants that: (a) Integrator Content satisfies all applicable requirements; (b) Integrator Content and the use thereof by Okta and its customers and users does not and will not violate, misappropriate or infringe the rights of any person or entity including any contract rights or any Intellectual Property Rights of any person or entity; (c) Integrator will comply with all applicable local, state, national and international laws and regulations, including, without limitation, all applicable export control laws and privacy and data protection laws, and Integrator will maintain all licenses, permits and permissions necessary in order for Okta to publish, copy, reproduce, make available, publicly display, transmit, and distribute Integrator Content via the Integration Service.

7.2. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH UNDER THIS AGREEMENT, OKTA HEREBY DISCLAIMS ALL WARRANTIES RELATING TO THE INTEGRATION SERVICE AND OTHER SUBJECT MATTER OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO OKTA PRODUCTS, WHICH ARE PROVIDED “AS-IS”), EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR PERFORMANCE.

8. Liability Limitations.

IN NO EVENT SHALL OKTA OR ITS AFFILIATES BE LIABLE TO INTEGRATOR, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR: (A) ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER INTEGRATOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) AGGREGATE CUMULATIVE DAMAGES IN EXCESS OF \$1,000; PROVIDED, HOWEVER, THE LIMITATION OF LIABILITY IN SUBSECTION 8(B) WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

9. Indemnity.

Integrator will defend Okta against any claim, demand, suit or proceeding made or brought against Okta by a third party (a) alleging that any Integrator Products, the Integration, Integrator Content, or the Integrator Trademarks infringes, misappropriates, or violates



any rights of a third party, including a third party's intellectual property rights (including where the claim involves a combination of Integrator Products or the Integration with an Okta Product), (b) arising from Integrator's breach or alleged breach of this Agreement or applicable law, or (c) related to the Integrator's action or inaction (including negligence, gross negligence or willful misconduct), each to the extent allowable by applicable law (each a "Claim"), and will indemnify Okta from any damages, attorney fees, and costs finally awarded against Okta as a result of, or for any amounts paid by Okta under a settlement approved by Integrator in writing of, a Claim Against Okta, provided Okta (i) promptly gives Integrator written notice of the Claim, (ii) gives Integrator sole control of the defense and settlement of the Claim (except that Integrator may not settle any Claim unless it unconditionally releases Okta of all liability), and (iii) gives Integrator all reasonable assistance, at Integrator's expense.

10. Term, Termination, and Effect of Termination.

10.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect until terminated hereunder (the "Term").

10.2. Termination. Each party may terminate this Agreement for convenience upon thirty (30) days prior written notice to the other party. This Agreement may also be terminated by either party for cause immediately by written notice (a) if the other party ceases to do business, or otherwise terminates its business operations; (b) if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, creditor's arrangement, or comparable proceeding, or if any such proceeding is instituted against the other and not dismissed within thirty (30) days; or (c) if either party breaches any material provision of this and fails to fully cure such breach within thirty (30) days of written notice describing the breach.

10.3. Effect of Termination. Upon termination of this Agreement, all rights granted to the parties will immediately terminate and Integrator will cease using the Integration Service. However, termination shall not relieve either party of those provisions that by their nature should survive such termination, including the sections titled "Definitions," "Development, Maintenance, Review, and Support," "Security, Privacy, and Data Protection," "Ownership and Feedback," "Confidentiality," "Disclaimer," "Liability Limitations," "Indemnity," "Term, Termination, and Effect of Termination," and "Miscellaneous."

10.4. Changes to this Agreement. Okta may make changes to this Agreement at any time for any reason by posting a revised version or by otherwise notifying Integrator in accordance with Section 11.1. Any submission to the Integration Service, any access to or use of the Integration Service, including the Integration Service Content, after the date on which the changes take effect shall be deemed acceptance of the updated terms of this Agreement.

11. Miscellaneous.

11.1. Notices. All legal notices shall be in writing and effective upon: (a) personal delivery; (b) one (1) business day after deposit with a recognized overnight courier for U.S. deliveries (or three (3) business days for international deliveries); or (c) the day of sending by email (except for notices of termination), if to Okta then to "legal@okta.com", or if to Integrator then the email address designated by Integrator, with the words "Legal Notice" in the subject line.

11.2. Governing Law; Venue; Attorneys' Fees. This Agreement and any disputes arising out of or related hereto shall be governed by the laws of the State of California, USA, without reference to principles of conflicts of laws. With respect to all disputes arising out of or related to this Agreement, the parties consent to the exclusive jurisdiction and venue in the state and federal courts located in San Francisco County, California. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. In any action to enforce this Agreement the prevailing party will be entitled to costs and attorneys' fees.

11.3. Force Majeure; Nonperformance. If the performance of this Agreement or any obligation hereunder (other than obligations of payment) is prevented or restricted by reasons beyond the reasonable control of a party including, but not limited to, computer related attacks, hacking, or acts of terrorism (a "Force Majeure Event"), the party so affected shall be excused from such performance and liability to the extent of such prevention or restriction.



11.4. Assignment. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Integrator or Okta without the other party's prior written consent, which shall not be unreasonably withheld or delayed, and any such attempted assignment or transfer shall be void and without effect. Notwithstanding the foregoing, either party may freely assign this Agreement in its entirety, upon notice and without the consent of the other party, to its successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that the assignee agrees to be bound by all the terms of this Agreement.

11.5. Relationship of the Parties. The relationship of Okta and Integrator established by this Agreement is that of independent contractors. Nothing contained herein shall constitute either party to be the agent, employee, employer or representative of the other party, or otherwise grant either party the authority to bind the other party to any obligation, or constitute the parties as partners or joint venturers and neither party shall hold itself out as being an agent, employee, employer or representative having such authority, or being a principal or joint venturer of the other. There are no third-party beneficiaries under this Agreement.

11.6. Export Compliance. Each party represents that it is not named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities, and Integrator will not permit any users who are authorized by Integrator to use the Integration Service to access or use the Integration Service in any manner that would cause any party to violate any U.S. or international embargo, export control law, or prohibition.

11.7. U.S. Federal Government End User Provisions. The Integration Service, including any software or technology provided hereunder for ultimate federal government end use, or that are otherwise subject to the Federal Acquisition Regulations (FAR), are "Commercial Items" as defined in 48 C.F.R. 2.101 and are being provided as commercial computer software and commercial computer software documentation subject to restricted rights described in 48 C.F.R. 2.101, 12.211 and 12.212. If such items are acquired by or on behalf of any agency within the Department of Defense ("DOD"), then they are subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors. This Section 11.7 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data. If a government agency needs additional rights beyond those customarily given by Okta to the public, Integrator must negotiate with Okta a mutually acceptable written addendum to this Agreement specifically granting those rights.

11.8. Anti-Corruption. Integrator agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Okta's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Integrator learns of any violation of the above restriction, Integrator will use reasonable efforts to promptly notify Okta.

11.9. Severability. In the event any provision of this Agreement shall be determined to be invalid or unenforceable under Law, all other provisions of this Agreement shall continue in full force and effect.

11.10. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all prior or contemporaneous written or oral agreements existing between the parties hereto, including any non-disclosure agreement(s), and related to the subject matter hereof are expressly superseded hereby. No modification, amendment or waiver of any provision of this Agreement by Integrator will be effective unless in writing and signed by both parties hereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. Terms in any ordering documents generated and submitted by Integrator which are in addition to, or which conflict with, any terms in this Agreement shall not be binding on Okta, regardless of Okta's failure to object to such term.