

ED TECH JPA PURCHASE AGREEMENT: RFP No. 20/21-01 Identity Management Solution

This Purchase Agreement (this "PA") is made as of January 19, 2022 (the "Effective Date"), by and between the Irvine Unified School District ("PARTICIPANT") and SHI International Corp. (VENDOR)

BACKGROUND

A. Education Technology JPA ("ED TECH JPA") is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. ED TECH JPA aggregates purchasing power and expertise for its Associate Members across California.

B. ED TECH JPA establishes its contracts for products and services through the following process:

1. On September 15, 2020 ED TECH JPA issued a Request for Proposal for identity management solutions (the "RFP") on behalf of ED TECH JPA members. ED TECH JPA invited qualified vendors to submit pricing products and services in response to the RFP.

2. ED TECH JPA published the RFP on its Website and in a local periodical.

3. ED TECH JPA received one or more responses to the RFP. ED TECH JPA evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.

4. ED TECH JPA selected VENDOR for an award under the RFP for Request for Proposal for Products and Services (as defined in the MA) and thereafter entered into a Master Agreement (MA) to establish the terms by which Associate Members of the ED TECH JPA may purchase Products and Services from Vendor. The RFP, Vendor's proposal in response to the RFP, and the Master Agreement are hereby incorporated herein by this reference. The Vendor here is a reseller of Products provided by Okta, Inc. ("Okta") and will be processing purchase orders for the delivery of Okta's Products. Vendor will also be providing supplementary and associated Services, primarily associated with the implementation of Okta Products.

C. A California public entity using the ED TECH JPA RFP to buy Products or Services is a "Participant" or "Participating Associate Member".

D. PARTICIPANT has completed its own due diligence regarding the suitability of VENDOR and Products and Services for Participant's needs.

E. The parties are entering this PA to establish the terms and conditions of the purchase by Associate Member pursuant to that Master Agreement.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. PARTICIPATION IN MASTER AGREEMENT

This PA is subject to the terms of the RFP and the corresponding MA between ED TECH JPA and VENDOR, which are incorporated herein by this reference. VENDOR and PARTICIPANT agree (a) to the terms and conditions of the RFP and the MA covering the requested Products and Services, (b) any additions or deletions to Products listed on this PA shall be promptly executed through an amendment to this PA, signed by VENDOR and PARTICIPANT. In the case of any conflict between the terms of the RFP and the corresponding MA, the corresponding MA shall govern.

VENDOR agrees as follows:

Vendor acknowledges that each PARTICIPANT is responsible for (a) completing their own due diligence regarding the suitability of VENDOR, (b) prior to executing a Purchase Agreement, Associate Members will work with a VENDOR representative to establish an Implementation Plan with the Participating Associate Member, as further described in Section 2.3 of the RFP and as mutually agreed to between Vendor and an Associate Member as set forth in a Statement of Work ("SOW") executed hereunder, and (c) an Associate Member is not bound to a purchase until it has obtained approval from its Board and executed this Purchase Agreement with the VENDOR for the product. VENDOR further acknowledges and agrees (c) by entering into one or more Purchase Agreements with PARTICIPANT, VENDOR is has agreed to the delivery terms for Products as established in the Implementation Plan and VENDOR will faithfully carry out timely implementation of the Products with PARTICIPANT. Order details, including any additional Services, and the parties' Implementation Plan as set forth in a SOW executed hereunder are attached hereto as Exhibit A.

PARTICIPANT agrees as follows:

PARTICIPANT acknowledges and agrees that (a) it has performed its own due diligence in selecting the VENDOR's Product and its suitability to Participant's needs, including using price as a significant factor, (b) VENDOR has provided a suitable Implementation Plan to Participant outlining all necessary dates and Participant needs, and (c) it will pay the costs as quoted by VENDOR in the RFP and the MA.

2. DIRECT SERVICES BY VENDOR

Vendor shall be acting as a reseller of Okta's Products. If Vendor performs any Services, such Services shall be directly pursuant to an SOW. As it pertains to those Services all applicable sections of this Purchase and Master Agreement shall apply.

3. COMPLIANCE WITH APPLICABLE LAW

VENDOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to VENDOR, VENDOR's business, the resale of the Products, the performance of Services, equipment and personnel engaged in Services covered by this PA or accruing out of the performance of such Services. If VENDOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, VENDOR shall bear all costs. As it relates to Products, Okta's duties and obligations

as it relates to compliance with applicable laws are set forth in the Okta Master Subscription Agreement ("Okta MSA"), which is attached to the MA.

4. DATA PRIVACY

VENDOR agrees that all Services performed by it are fully compliant with all applicable requirements including all state and federal laws.

5. PERMITS/LICENSES

VENDOR and all VENDOR's employees or agents shall secure and maintain in force such permits, and licenses as are required by law in connection with the resale of Products pursuant to this PA.

6. INSURANCE

VENDOR shall insure VENDOR's activities in connection with its Services under this PA and agrees to carry insurance as specified in the RFP to ensure VENDOR's ability to adhere to the indemnification requirements under this PA.

7. PRODUCT ADDITIONS/DELETIONS

VENDOR may add or delete Products introduced or removed from the market by the manufacturer under the following conditions:

- A) Deleted Products has been discontinued and is no longer available from the manufacturer.
- B) Added Products are either a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements, or Added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Education Intelligence and Analytics solution proposed by VENDOR but which were not specifically listed in the Vendor's response to the RFP.
- C) Parties have executed an Amendment to the Master Agreement and ED TECH JPA has ratified a mutually executed amendment to the Master Agreement.

8. INVOICING FOR SERVICES

The RFP Number and Name shall appear on each purchase order and invoices for all purchases placed under this Purchase Agreement. Unless otherwise agreed upon by both parties in writing, signing an acceptance certificate constitutes acceptance of the Services and allows VENDOR to invoice for the Services. Participant shall thereafter be invoiced by VENDOR. ED TECH JPA does not guarantee timely payment. The Purchase Agreement is between VENDOR and PARTICIPANT.

9. CONTRACT MANAGEMENT

- A. The primary VENDOR contract manager for this Purchase Agreement shall be as follows:
SHI International Corp.
Attn: Rennie Nicholson
290 Davidson Avenue
Somerset, NJ 08873
Rennie_Nicholson@SHI.com
619-204-6097

B. The primary Participant contract manager for this Purchase Agreement shall be as follows:

Name: Irvine Unified School District

Attn: Michelle Bennett

Address: 5050 Barranca Pkwy, Irvine, CA 92604

Email: MichelleBennett@iusd.org

Phone: 949-936-5022

C. The primary ED TECH JPA contract manager for this Purchase Agreement shall be as follows:

Education Technology JPA

Attn: Michelle Bennett

5050 Barranca Parkway

Irvine, CA 92604

MichelleBennett@iusd.org

949-936-5022

D. Should the contract administrator information change, the changing party will provide written notice to the affected parties with the updated information no later than ten (10) business days after the change.

10. INDEMNIFICATION

(a) VENDOR will defend, indemnify and hold harmless Participating Associate Members and ED TECH JPA and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the Services infringe or misappropriates the proprietary or intellectual property rights of such third party, except to the extent that such infringement results from (A) PARTICIPANT's misuse of the Services, (B) modifications to the Services, or (C) PARTICIPANT continuing the allegedly infringing activity after VENDOR has provided PARTICIPANT with modifications that would have avoided the alleged infringement; (ii) that results from the negligence or intentional misconduct of VENDOR or its employees or agents. If the Services becomes or, in VENDOR's opinion, is reasonably likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section 10, VENDOR, or its designee, may, at its option, (i) procure for PARTICIPANT the right to continue using the Services, (ii) replace or modify the Services so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to VENDOR, then (iii) terminate this Agreement as to the infringing Services. VENDOR agrees to notify ED TECH JPA and Participating Associate Member in the event of any claim against VENDOR alleging intellectual property infringement regarding Services listed in the RFP. VENDOR agrees to notify ED TECH JPA of any claims against VENDOR by any Participating Associate Member. As it relates to Products, Okta's Product-related indemnification obligations are set forth in Section 9 (Indemnification) of the Okta MSA, which is attached to the MA.

(b) By PARTICIPANT. To the extent permitted under applicable law, PARTICIPANT agrees to defend, indemnify and hold harmless VENDOR and ED TECH JPA and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of PARTICIPANT or its employees or agents or (ii) any breach of any of the representations, warranties or covenants contained herein by PARTICIPANT.

(c) **DISCLAIMER OF LIABILITY.** ED TECH JPA does not provide assurance or warranty to VENDOR or PARTICIPANT with respect to issues arising under this PA, including Participant's payments to VENDOR. ED TECH JPA will not represent VENDOR or PARTICIPANT in the resolution of disputes arising under this PA.

11. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY PARTICIPANT TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. ARISING FROM THE RECKLESS OR INTENTIONAL CONDUCT OF THE OTHER PARTY

12. ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this PA, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

13. SEVERABILITY

If any provision of this PA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this PA will be affected by such holding, and all of the remaining provisions of this PA will continue in full force and effect.

14. ASSIGNMENT

Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Orders Forms and SOWs), without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns. An "Affiliate" for

purposes of this Section 12 shall mean any entity which directly controls, is under common control with, or is directly or indirectly controlled by the party seeking to assign its rights and obligations hereunder.

15. DEFAULTS

If VENDOR defaults in its obligations under this PA, and if such default is not cured within 30 days after notice of the default from PARTICIPANT to VENDOR, then PARTICIPANT may pursue any available remedies against VENDOR, including but not limited to termination of this PA.

16. FORCE MAJEURE

Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting PARTICIPANT, VENDOR or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. In the event the Services or Products supplied by Vendor are delayed for more than three months, Participant may cancel this Agreement and shall receive a refund for Services not yet performed by Vendor. The party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules, and resuming operations as soon as the event causing the failure or delay has ceased. VENDOR shall notify PARTICIPANT promptly of any such delay and shall specify the effect on the product as soon as practical.

17. GOVERNING LAW AND VENUE

THIS PA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS IN THE COUNTY WHERE PARTICIPANT IS LOCATED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS PA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18. PROVISIONS REQUIRED BY LAW: VENDOR acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state, and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this PA. These provisions of law and any clause required by law that is associated with this transaction will be read and enforced as though it were included herein.

19. NOTICES

All notices under this PA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, (d) when emailed to the receiving party at the receiving party's assigned email address with delivery receipt requested, upon electronic confirmation the transmission has been delivered, or (e) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly

addressed to the addresses set forth on the signature page to this PA, or at such other addresses as either party may subsequently designate by notice.

20. COUNTERPARTS

This PA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the PA, and the PA shall not be binding on any party until all Parties have signed it.

21. AUTHORIZED SIGNATURE

The individual signing this PA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the PA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

22. TERM & TERMINATION

The term of this PA (the "Term") shall commence on the Effective Date and shall expire after a period of five (5) years. The parties understand that PARTICIPANTS ordering Products and Services pursuant to the Master Agreement may extend for multiple years after the Term of the Master Agreement. The expiration or termination of the Master Agreement shall not affect VENDOR's obligation to deliver Products or Services as ordered by PARTICIPANTS pursuant to this PA.

23. TERMINATION OF CONTRACT

Without limiting any rights or remedies which PARTICIPANT may have in the event of any default by VENDOR, PARTICIPANT shall have the right, upon fifteen (15) days' prior written notice to VENDOR, to terminate this PA at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to VENDOR other than payment of charges for the value of work performed, and for necessary expenditures which can be established by VENDOR as having been reasonably incurred prior to the time that notice of termination is given. In no event shall the termination charges exceed the purchase price of the equipment/services. In the event of any termination, PARTICIPANT shall be entitled to all materials, work in process, and completed work included as value of work performed and necessary expenditures in determining the charges referred to above and paid by PARTICIPANT. VENDOR agrees to allow mutual contract termination in whole or in part, if PARTICIPANT does not allocate funding for the continuation of this contract or any portion thereof. In the event of termination due to non-allocation of funds, both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.

24. SURVIVAL

The parties' respective obligations under the following sections of this PA shall survive any termination of this PA: Sections 6 through 12, covering Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

25. EXHIBITS

This PA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

26. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in VENDOR's Proposal, an invoice, or in any other documentation, will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) any exhibit, schedule, or addendum to this Agreement and (2) the body of this Agreement.

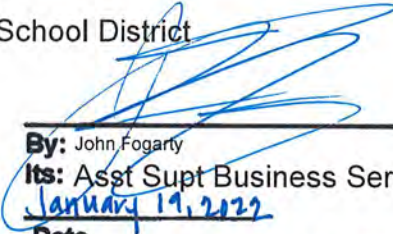
27. ADDITIONAL INSURED ENDORSEMENT LANGUAGE

Any general liability policy provided by VENDOR hereunder shall contain an endorsement which applies its coverage to PARTICIPANT, members of PARTICIPANTS's board of trustees, and the officers, agents, employees, and volunteers of PARTICIPANT, individually and collectively, as additional insureds.

" Irvine Unified School District ■, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory per written contract with respect to the terms of the General Liability policy."

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the Effective Date.

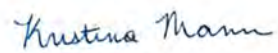
Irvine Unified School District



By: John Fogarty
Its: Asst Supt Business Services
Date: January 19, 2022
USD Board Approved 1/18/2022

SHI International Corp.

■



By: Kristina Mann
Its: Manager - Contracts
Date: December 17, 2021



Pricing Proposal
 Quotation #: 21295235
 Reference #: JPA RFP
 Created On: Nov-22-2021
 Valid Until: Jan-19-2022

IRVINE UNIFIED SCHOOL DISTRICT

Inside Account Manager

Michelle Bennett

5050 Barranca Parkway
 Irvine
 California
 92604
 Phone:
 Fax:
 Email: michellebennett@iusd.org

Juan Concha

290 Davidson Ave, Somerset, NJ
 08873
 Phone: 800-527-6589 EXT 555-3595
 Fax:
 Email: juan_concha@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 API Products for Education - Adaptive MFA 50,000 AMAU per Year Okta - Part#: P000519 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2022 – Jan-18-2023	1	\$7,168.46	\$7,168.46
2 API Products for Education - API Access Management 50000 AMAU per Year Okta - Part#: P000520 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2022 – Jan-18-2023	1	\$4,301.08	\$4,301.08
3 API Products for Education - Enterprise Okta - Part#: P000509 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2022 – Jan-18-2023	1	\$17,921.15	\$17,921.15
4 API Products for Education - Lifecycle Management with Unlimited OIN Apps Okta - Part#: P000513 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2022 – Jan-18-2023	1	\$22,401.43	\$22,401.43
5 API Products for Education - Single Sign-On with Unlimited OIN Apps Okta - Part#: P000518 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2022 – Jan-18-2023	1	\$4,301.08	\$4,301.08
6 API Products for Education - Workflows Okta - Part#: P000568	1	\$11,330.27	\$11,330.27

Contract Name: ED TECH JPA
Contract #: 20/21-01
Subcontract #: N/A
Coverage Term: Jan-19-2022 – Jan-18-2023

7	Support - Premier Success Package Okta - Part#: P000103 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2022 – Jan-18-2023	1	\$8,235.76	\$8,235.76
8	Sandbox - Preview Sandbox Okta - Part#: P000009 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2022 – Jan-18-2023	1	\$0.00	\$0.00
9	API Products for Education - Adaptive MFA 50,000 AMAU per Year Okta - Part#: P000519 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2023 – Jan-18-2024	1	\$7,168.46	\$7,168.46
10	API Products for Education - API Access Management 50,000 AMAU per Year Okta - Part#: P000520 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2023 – Jan-18-2024	1	\$4,301.08	\$4,301.08
11	API Products for Education - Enterprise 50,000 AMAU per Year Okta - Part#: P000509 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2023 – Jan-18-2024	1	\$17,921.15	\$17,921.15
12	API Products for Education - Lifecycle Management Unlimited OIN Apps Okta - Part#: P000513 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2023 – Jan-18-2024	1	\$22,401.43	\$22,401.43
13	API Products for Education - Single Sign-On with Unlimited OIN Apps Okta - Part#: P000518 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2023 – Jan-18-2024	1	\$4,301.08	\$4,301.08
14	API Products for Education - Workflows Okta - Part#: P000568 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2023 – Jan-18-2024	1	\$11,330.27	\$11,330.27
15	Support - Premier Success Package	1	\$8,235.76	\$8,235.76

Okta - Part#: P000103
Contract Name: ED TECH JPA
Contract #: 20/21-01
Subcontract #: N/A
Coverage Term: Jan-19-2023 – Jan-18-2024

16 Sandbox - Preview Sandbox 1 \$0.00 \$0.00
Okta - Part#: P000009
Contract Name: ED TECH JPA
Contract #: 20/21-01
Subcontract #: N/A
Coverage Term: Jan-19-2023 – Jan-18-2024

17 API Products for Education - Adaptive MFA 50,000 AMAU per Year 1 \$7,168.46 \$7,168.46
Okta - Part#: P000519
Contract Name: ED TECH JPA
Contract #: 20/21-01
Subcontract #: N/A
Coverage Term: Jan-19-2024 – Jan-18-2025

18 API Products for Education - API Access Management 50,000 AMAU per Year 1 \$4,301.08 \$4,301.08
Okta - Part#: P000520
Contract Name: ED TECH JPA
Contract #: 20/21-01
Subcontract #: N/A
Coverage Term: Jan-19-2024 – Jan-18-2025

19 API Products for Education - Enterprise 50,000 AMAU per Year 1 \$17,921.15 \$17,921.15
Okta - Part#: P000509
Contract Name: ED TECH JPA
Contract #: 20/21-01
Subcontract #: N/A
Coverage Term: Jan-19-2024 – Jan-18-2025

20 API Products for Education - Lifecycle Management Unlimited OIN Apps 1 \$22,401.43 \$22,401.43
Okta - Part#: P000513
Contract Name: ED TECH JPA
Contract #: 20/21-01
Subcontract #: N/A
Coverage Term: Jan-19-2024 – Jan-18-2025

21 API Products for Education - Single Sign-O Unlimited OIN Apps 1 \$4,301.08 \$4,301.08
Okta - Part#: P000518
Contract Name: ED TECH JPA
Contract #: 20/21-01
Subcontract #: N/A
Coverage Term: Jan-19-2024 – Jan-18-2025

22 API Products - Workflows 50,000 AMAU per Year 1 \$11,330.27 \$11,330.27
Okta - Part#: P000568
Contract Name: ED TECH JPA
Contract #: 20/21-01
Subcontract #: N/A
Coverage Term: Jan-19-2024 – Jan-18-2025

23 Support - Premier Success Package 1 \$8,235.76 \$8,235.76
Okta - Part#: P000103
Contract Name: ED TECH JPA
Contract #: 20/21-01
Subcontract #: N/A
Coverage Term: Jan-19-2024 – Jan-18-2025

24	Sandbox - Preview Sandbox Okta - Part#: P000009 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2024 – Jan-18-2025	1	\$0.00	\$0.00
25	API Products for Education - Adaptive MFA Okta - Part#: P000519 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2025 – Jan-18-2026	1	\$7,168.46	\$7,168.46
26	API Products for Education - API Access Management Okta - Part#: P000520 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2025 – Jan-18-2026	1	\$4,301.08	\$4,301.08
27	API Products for Education - Enterprise 50,000 AMAU per Year Okta - Part#: P000509 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2025 – Jan-18-2026	1	\$17,921.15	\$17,921.15
28	API Products for Education - Lifecycle Management Unlimited OIN Apps Okta - Part#: P000513 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2025 – Jan-18-2026	1	\$22,401.43	\$22,401.43
29	API Products for Education - Single Sign-On Unlimited OIN Apps Okta - Part#: P000518 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2025 – Jan-18-2026	1	\$4,301.08	\$4,301.08
30	API Products for Education - Workflows Okta - Part#: P000568 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2025 – Jan-18-2026	1	\$11,330.27	\$11,330.27
31	Support - Premier Success Package Okta - Part#: P000103 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2025 – Jan-18-2026	1	\$8,235.76	\$8,235.76
32	Sandbox - Preview Sandbox Okta - Part#: P000009 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2025 – Jan-18-2026	1	\$0.00	\$0.00

33	API Products for Education - Adaptive MFA Okta - Part#: P000519 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2026 – Jan-18-2027	1	\$7,168.46	\$7,168.46
34	API Products for Education - API Access Management Okta - Part#: P000520 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2026 – Jan-18-2027	1	\$4,301.08	\$4,301.08
35	API Products for Education - Enterprise Okta - Part#: P000509 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2026 – Jan-18-2027	1	\$17,921.15	\$17,921.15
36	API Products for Education - Lifecycle Management Unlimited OIN Apps Okta - Part#: P000513 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2026 – Jan-18-2027	1	\$22,401.43	\$22,401.43
37	API Products for Education - Single Sign-On with Unlimited OIN Apps Okta - Part#: P000518 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2026 – Jan-18-2027	1	\$4,301.08	\$4,301.08
38	API Products for Education - Workflows Okta - Part#: P000568 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2026 – Jan-18-2027	1	\$11,330.27	\$11,330.27
39	Support - Premier Success Package Okta - Part#: P000103 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2026 – Jan-18-2027	1	\$8,235.76	\$8,235.76
40	Sandbox - Preview Sandbox Okta - Part#: P000009 Contract Name: ED TECH JPA Contract #: 20/21-01 Subcontract #: N/A Coverage Term: Jan-19-2026 – Jan-18-2027	1	\$0.00	\$0.00
			Subtotal	\$378,296.15
			Total	\$378,296.15

Additional Comments

- Any purchase made off of this quote shall be in accordance with the terms of the Ed Tech JPA Master Agreement: RFP No. 20/21-01 Identity Management Solution made as of October 22, 2021.
- Monthly Active Users (MAU) are purchased on a per-active user basis in a calendar month, and you may not exceed the number of active users specified. A MAU shall be calculated as a user who authenticates with the Service.
- The number of MAU purchased may not be decreased during the term.

The customer agrees that all payments will be paid in a timely manner based on the installment payment schedule below with the total of \$378,296.15 broken out across 5 Years:

1. Payment 1: \$75,659.23 due NET 30 from the invoice date
2. Payment 2: \$75,659.23 will be invoiced 1 year from the original purchase date and due NET 30
3. Payment 3: \$75,659.23 will be invoiced 2 years from the original purchase date and due NET 30
4. Payment 4: \$75,659.23 will be invoiced 3 years from the original purchase date and due NET 30
5. Payment 5: \$75,659.23 will be invoiced 4 years from the original purchase date and due NET 30

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Exhibit A



IUSD Okta Implementation Statement of Work For Irvine Unified School District

SHI International Corp

SOW # 9988

January 19, 2022

Presented By
Rennie Nicholson
Account Executive, SHI
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Created By
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1 Executive Summary

Irvine Unified School District (“Customer”) has engaged SHI International Corp (“SHI”), and trusted partner IDMWORKS, LLC (“IDM”) for the implementation of Okta Phase 1 and 2. (“Services”). SHI understands the desire for IUSD to leverage Okta to improve business efficiency for students and faculty. Tasks within this SOW that require access to student data shall be performed by IDM, regardless of references within the SOW to SHI. SHI shall not have access to the Okta or IUSD platforms and shall have no access to student data.

The objective for Phase 1 is to implement CSV as a Master for SISAM and setup automation for Active Directory (account provisioning and groups), G-Suite, and Microsoft 365.

The goal for Phase 2 is to setup single sign-on with SAML, OIDC, and SWA integrations. SHI will set up advanced workflows for self-service request to applications and groups, plus workflows for delegated administration of group memberships. Integrations with Zendesk and Kiwi Syslog is also included.

2 Project Description

SHI shall provide the following Services to Customer on a time and materials cost basis pursuant to Section 10 of this SOW.

2.1 In Scope

SHI shall provide to Customer the Services described as follows:

Phase 1 - Implementation Stages, Tasks, and Deliverables		
Stage	Tasks	Deliverables
Project Kickoff Phase	<ul style="list-style-type: none">• Project Kickoff• Requirements review, readiness, and information gathering<ul style="list-style-type: none">○ Review overall program requirements to ensure that we are building to correct scale.	<ul style="list-style-type: none">• Project Agenda / Milestones• Environment Okta Provisioning Requirements Template
Implementation Phase	<ul style="list-style-type: none">• Okta Tenant Configuration, Branding, and Customizations• Bulk Existing User Import• Okta SSO Configuration and Customizations	<ul style="list-style-type: none">• Okta tenant, company branded, with login policies and base configurations• Perform bulk import of existing users from internal directory / other source via CSV file (or another structured file format)• Groups, Password Policies, etc. established and configured

**Project Closure &
Customer Success**

- Implementation Validation and Testing
- Project Closure meeting

- Okta deployment validation report

		<ul style="list-style-type: none"> Final Customer Deployment Report
Add-on Services	<ul style="list-style-type: none"> Okta On-Premises Provisioning (OPP) Agent for CSV O365 Suite Collaboration Environment Integration G Suite Collaboration Environment Integration Active Directory Domain Integration (user import, authentication agent) 	<ul style="list-style-type: none"> Deployment of Okta On-Premises Agent for CSV Office 365 Collaboration Suite Integration for one (1) instance G Suite Collaboration Suite Integration for one (1) instance Active Directory domain(s) integrated to Okta for user provisioning and SSO for one (1) domain

Phase 2 - Implementation Stages, Tasks, and Deliverables		
Stage	Tasks	Deliverables
Project Kickoff Phase	<ul style="list-style-type: none"> Project Kickoff Requirements review, readiness, and information gathering 	<ul style="list-style-type: none"> Project Agenda / Milestones Environment Okta Provisioning Requirements Template
Implementation Phase	<ul style="list-style-type: none"> Okta Tenant Configuration, Branding, and Customizations Application Integration (up to three (3) Okta Integration Network Applications) 	<ul style="list-style-type: none"> Okta tenant, company branded, with login policies and base configurations Generic SAML, OIDC, SWA integration for one (1) instance each
Project Closure & Customer Success	<ul style="list-style-type: none"> Implementation Validation and Testing Project Closure meeting 	<ul style="list-style-type: none"> Okta deployment validation report Final Customer Deployment Report
Add-on Services	<ul style="list-style-type: none"> Application Integration (Custom / Internal SAML Application) Okta Workflows 	<ul style="list-style-type: none"> Custom Internal Application Published to Portal for ZenDesk SAML

<ul style="list-style-type: none"> ○ Advanced workflow for self-service request to apps / groups (distribution list) with approvals (by owner) 	<ul style="list-style-type: none"> • Okta Workflows Configured for up to one (1) example event workflow
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2.2 Project Management

- An IAM Project Delivery Lead will be provided as part of this engagement

2.3 Project Specific Customer Responsibilities

- For on-site engagements, IUSD shall provide suitable workspace and Internet access for IDM personnel as required at no additional cost.
- IUSD shall provide all hardware, software (installed, accessible, licensed, and patched), and appropriate security privileges as required to support project activities
- IUSD shall provide a Manager/Project Sponsor responsible for informing Client stakeholders of any project concerns or issues

2.4 Project Specific Assumptions

- CSV import via CSV Agent
- Customer will provision host machine (including any required ports) for the CSV agent
- Active Directory integration limited to one (1) domain
- Three (3) default SSO integrations will consist of generic examples of SAML, OIDC, and SSW
- Zendesk integration is for SSO

2.5 Deliverables

- See Project Deliverables in Section 2.1

2.6 Out of Scope

Any Services not explicitly listed above as “In Scope” shall be considered out of scope for this project. Additionally, the areas that are out of scope for this project include, but are not limited to, the following list. If any of these items are required for your organization, they can be scoped separately.

- Sending of tickets to ZenDesk

3 Project Duration

Project duration is defined as the entire time taken to complete the project, based on the resources allocated. The estimated project duration is **six (6) weeks***.

SHI and the Customer will provide the required resources to deliver this project within the estimated duration. SHI and the Customer will allow for reasonable accommodations due to holidays, vacations, and unforeseen delays in deliveries.

Note that Time and Materials budgets and durations are estimates. The final duration of the Services is affected by the actual time provided by all resources against the budget. Unless otherwise detailed, Customer Purchase Order will be used without precedence of resources and may distribute budget dollars across resources in other than defined in Section 10 as approved in writing by an IUSD authorized representative.

** Please be advised that the above timeframe is to provide a general timeline for delivery and is not a true reflection of the total man hours/effort involved for this engagement. (Does reflect Level of effort, or fulltime resources).*

4 Resources and Skills

SHI will provide the resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

Name	Role	Involvement
IAM Project Delivery Lead	<ul style="list-style-type: none"> • Understand detailed scoping of the project • Accountable for delivery of SHI items in the Proposal • Measure and maintain client satisfaction • Coordinate with internal and IUSD teams to schedule meetings • Create and maintain status reports and communicate to IUSD 	Part-time
Okta Identity Architect	<ul style="list-style-type: none"> • Provide subject matter expertise on the Okta software products • Ensure implementations are done utilizing Okta best practices • Lead delivery effort for IDM team • Serve as the escalation point for any design or development related issues for the duration of the engagement • Guide IUSD staff in adopting best practices for operating and maintaining the Okta software 	Part-time
Okta Identity Engineer	<ul style="list-style-type: none"> • Provide subject matter expertise on the Okta software products • Ensure implementations are done utilizing Okta best practices • Provide best practices in the installation, configuration, and integration of Okta software applications with corporate systems and environments • Deliver effective engineering deployment services for Okta products in line with the approved product design and architecture 	Part-time

5 Assumptions

The project scope and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of Services, additional time and associated fees and expenses may be required to complete this SOW.

1. Minimum lead time for scheduling Project Kickoff meeting is fifteen (15) business days from our receipt of the signed SOW or fifteen (15) business days from the confirmed start date between SHI and Customer; whichever date is later. Should you require more aggressive scheduling, please contact SHI to determine availability.
2. Please note that the time designated for knowledge transfer is throughout the engagement. Customer is responsible for providing a resource dedicated to this engagement and the extent of the knowledge transfer is dependent upon the availability of this resource.
3. SHI and IDM are not responsible for delays caused by failures, including but not exclusive to systems,

personnel, or environmental causes or in receiving data from Customer.

4. Any restrictions or requirements regarding the engineer's use of personal equipment must be stated in advance of the commencement of the engagement.
5. All hardware and/or software and licensing required to perform the above Services will be provided by and is the responsibility of Customer. All wiring, hardware, and software required to perform the above Services are in working order.
6. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
7. Project activity will be scheduled during the hours of 8:00 AM to 5:00 PM local time. Any work performed outside these hours is considered "overtime" and subject to overtime rates. Overtime services must be previously agreed upon by both parties, scheduled in advance and will require a change order authorizing such charges.

6 Customer Responsibilities

Both Customer and SHI are responsible for the successful execution of this engagement. Prior to the start of this SOW, Customer will indicate to SHI in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Customer Contact"). The Customer Contact is responsible for the following:

1. Perform a full working backup prior to the commencement of Services as SHI is not responsible for lost data.
2. Ensuring all related information and communication regarding this project is done through the Project Manager as expeditiously as possible.
3. Acting for the Customer in all aspects of the project; however, any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
4. Making the necessary administrative usernames and passwords available to the engineer if required for the successful completion of project.
5. Providing detailed and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment.
6. Providing the necessary workspace and network access to provide the above Services.
7. Providing access to building(s) and room(s) as necessary to complete the project.
8. Obtaining and providing project requirements, information, data, decisions, and approvals as expeditiously as possible.
9. Ensuring that project personnel have reasonable and safe access to the project site and adequate office space, if required.
10. Providing technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project ("Technical Contacts"). SHI may request that meetings be scheduled with Technical Contacts.
11. Informing SHI/IDM of all access issues and security measures and provide access to all necessary hardware and facilities as required. SHI shall not have access to the Okta or IUSD platforms, as well as student data.
12. Customer Contact will have the authority to act for Customer in all aspects of the project; however any changes that affect the scope, schedule, or price of this SOW will require that an amendment to the SOW be executed between the parties.

13. Customer Contact shall have the authority to resolve conflicting requirements.
14. Customer Contact will ensure that any communications are made to SHI Project Manager.
15. Customer Contact will help resolve project issues and ensure that issues are brought to the attention of the appropriate persons within SHI, if required.
16. Customer Contact agrees that all appropriate information regarding this project will be communicated to SHI as expeditiously as possible.

Customer will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

Title	Role Description	Involvement
Sponsor / Project Manager	Project and resource coordination to support the effort as well as authority to make decisions and acceptance at project completion.	Part-time
IT Resource(s)	Provide access to workspace, building access, and general IT requests related to the effort. May also have responsibility for network, data center and project team activities.	Part-time

7 Duties of SHI

SHI shall provide the Services and the SHI Work Product during the term of this engagement in accordance with this SOW and these terms and conditions.

1. SHI will provide all resources, facilities, management, labor, expertise, skills, tools, and equipment necessary for the performance of its obligations under this SOW.
2. Without limiting the foregoing, SHI shall:
 - a. (i) keep the Customer Project Manager advised of the progress of the project and the status of the Deliverables;
 - b. (ii) permit any designated representative of Customer periodically to review the work of SHI/IDM personnel performing Services and preparing Deliverables;
 - c. (iii) perform the Services in a timely manner and provide the Deliverables in accordance with this Statement of Work; and
 - d. (iv) keep accurate records of work performed on this Statement of Work, evidence of which SHI shall provide to Customer upon request.

8 Change Control Process

The "Change Control Process" is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration.

Under the Change Control Process, a written "Change Request" will be the vehicle for communicating any desired changes to the project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

SHI and Customer will review the change request. All parties must sign the approval portion of the Change

Request to authorize the implementation of any change that affects the Project's scope, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.

9 Project Initiation Process

Upon receipt of a signed SOW and Purchase Order, planning for the project will commence. A key step in the planning process is the Kickoff Meeting with SHI and Customer's Team.

In the kickoff meeting, the contents of the SOW will be reviewed. This is an opportunity for Customer's team who will be involved with the project to understand the Project's goals, tasks, deliverables, and timelines.

Upon completion of the project kickoff meeting, minutes of the Kickoff meeting will be created based on the meeting discussion and distributed to Customer. Any changes to the project scope will be documented in these minutes. If Change Orders are necessary due to scope changes, that process will be initiated after the Kickoff meeting.

10 Price and Payment Information

SHI proposes to deliver the Services described previously for the rates set forth below. This is an estimate of the time required to complete the objective. There is no guarantee it can or will be implemented within this timeframe:

Rate Description	Hourly Rate	Estimated # of Hours	Total Estimated Fee
IAM Project Delivery Lead	\$230	20	\$4,600.00
Okta Identity Architect	\$265	27	\$7,155.00
Okta Identity Engineer	\$255	106	\$27,030.00
Total		153	\$38,785.00

The SOW is valid for 60 days from 1/19/22, and must be consumed within 12 months of SOW execution.

The total cost of this project is not to exceed \$38,785.00, unless otherwise agreed to by both parties via the Change Control Process as described previously. Any additional costs must be approved in writing by an IUSD authorized representative prior to being performed.

SHI will invoice for these Services based on hours consumed on a monthly basis or at completion of a project, whichever comes first.

Any additional work that is required outside the scope of this SOW requires written approval by SHI and Customer as described in the Change Control Process described previously in this document and will be billed at a rate mutually agreed upon by SHI and Customer.

10.1 Travel Expenses

No travel is required for this project.

10.2 Billing Terms

Invoices are processed monthly. All invoices are due and payable within 30 calendar days of the invoice date.

Fees DO NOT include applicable taxes that must be collected. Please allow for taxes that may apply to the work outlined in your Purchase Order. Tax will be applied to the address in the Billing Contact Information Table in Section 14 unless otherwise specified in "Exception" section below.

10.2.1 Exception

No exceptions apply.

11 Terms and Conditions

This Statement of Work ("SOW") is subject to and governed by the terms of the Ed Tech JPA Purchase Agreement: RFP No. 20/21-01 Identity Management Solution by and between Irvine Unified School District and SHI International Corp (the "Terms and Conditions").

12 SOW Acceptance

The Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the Services defined in this document. The Customer's signature below authorizes SHI to begin the Services described above and indicates the Customer's agreement to process and pay the invoices associated with these Services.

Irvine Unified School District		SHI International Corp.	
Name	John Fogarty	Name	
Title	Asst Supt Business Services	Title	
Signature		Signature	
Date	January 19, 2022	Date	
Purchase Order			

IUSD Board Approved 11/18/2022

13 Confidential

SHI acknowledges that IUSD is subject to the California Public Records Act and that Confidential Information may be subject to disclosure as a result of a public records request. In the event of a public records request IUSD shall notify SHI to allow SHI to redact any proprietary information not subject to the California Public Records Act. SHI further acknowledges that IUSD's expenditures and contracting documents may be considered public information and may be shared in the regular course of business.

14 Customer Billing Information

The location(s) of Services to be provided and billing contact is:

Billing Information
Company Name Irvine Unified School District
Street Address 5050 BARRANCA PARKWAY
City, State, Zip Code IRVINE, CA 92604
Contact Name and Title Ray Fabro
Contact Phone Number and E-mail Address 949-936-5125 RayFabro@iusd.org

15 Project Location(s) & Contact Information

Remote

Site Information
Street Address Remote
Contact Name & Information Remote

ED TECH JPA MASTER AGREEMENT: RFP No. 20/21-01 Identity Management Solution

This Master Agreement ("MA") is made as of **October 22, 2021** ("Effective Date"), by and between the Education Technology Joint Powers Authority ("ED TECH JPA") and **SHI International Corp.** ("VENDOR").

BACKGROUND

A. Education Technology JPA is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. ED TECH JPA aggregates purchasing power and expertise for its Associate Members across California.

B. ED TECH JPA establishes its contracts for products and services through the following process:

1. On September 15, 2020, ED TECH JPA issued a Request for Proposal for identity management solutions (the "RFP") on behalf of ED TECH JPA members. ED TECH JPA invited qualified vendors to submit pricing products and services in response to the RFP.
2. ED TECH JPA published the RFP on its Website and in a local periodical.
3. ED TECH JPA received one or more responses to the RFP. ED TECH JPA evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.
4. ED TECH JPA selected VENDOR for an award under the RFP for Okta Inc. ("Okta") products and services for identity management services ("the Products"). "Services" shall mean professional services provided by VENDOR under a SOW. The parties are entering this Master Agreement ("MA") to evidence the terms and conditions of that award.

C. VENDOR is a reseller of Products supplied by Okta. As between Okta and ED TECH JPA or any Participant, the use of any Okta Products by an ED TECH JPA or any Participant through SHI shall be subject to and governed by the Okta, Inc., Master Subscription Agreement ("**MSA**") attached hereto as **Exhibit C**. VENDOR and ED TECH JPA acknowledge and agree that VENDOR is not a party to the MSA and the MSA is included in this MA for reference only. The term "VENDOR," as the term is used throughout herein, shall apply to and mean only SHI International Corp. For the avoidance of doubt, Okta is not a party to, and is not subject to or governed by, the terms and conditions set forth in this MA or any related Purchase Agreement or other ordering document issued, accepted, or entered by or between VENDOR and ED TECH JPA or any Participant purchasing under, leveraging, or otherwise utilizing this MA.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. GRANT AND ACCEPTANCE OF AWARD

ED TECH JPA awards this MA to VENDOR under the RFP with respect to the Products at the prices listed in **Exhibit A**. VENDOR accepts the award and confirms VENDOR's acceptance of all terms and conditions of the RFP, which are incorporated herein by this reference. VENDOR's

proposal in response to the RFP ("VENDOR's Proposal"), is incorporated herein by this reference. This MA includes the Services and pricing offered in VENDOR's Proposal, as identified in Appendix C, Pricing Form.

2. TERM

The term of this MA (the "Term") shall commence on the Effective Date and shall expire after a period of five (5) years. The Agreement may be terminated by Ed Tech JPA for convenience after three years by the giving of notice of at least thirty (30) days before the expiration of the (3) year term. The parties understand that Participants may order Products under this MA to be delivered after the Term of this MA; in some cases, Products may be delivered over multiple years after the Term. The expiration or termination of this MA shall not affect VENDOR's obligation to deliver Products as ordered by Participants during the Term.

3. PARTICIPANTS

The pricing, terms, and conditions of this MA will be made available to ED TECH JPA Founding Members, Associate Members and to other "Eligible Entities" who elect to become Associate Members of the ED TECH JPA. Eligible Entities are all California public school districts, county offices of education, and community college districts, and any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase Products through a procurement vehicle such as ED TECH JPA. A "Participant" or "Participating Associate Member" is an Eligible Entity who chooses to purchase items through this MA, including Associate Members and Founding Members.

VENDOR acknowledges that each Participant is responsible for (a) completing their own due diligence regarding the suitability of VENDOR and Products for Participant's needs, (b) entering into one or more Purchase Agreements with VENDOR to document the quantities, total costs, and delivery terms for Products, (c) and coordinating implementation of Products with VENDOR. VENDOR is not under any contractual obligation to provide Products to Participants until such time as both a MA and a Purchase Agreement have been fully executed. The RFP was conducted for the limited purposes specified in the RFP. ED TECH JPA does not provide assurance or warranty to VENDOR with respect to other issues, including Participant's payments to VENDOR. ED TECH JPA will not assist in implementation or represent VENDOR in the resolution of disputes with Participants.

4. PURCHASE AGREEMENTS

Participating Associate Members may browse Products in the JPA website. Prior to executing the Purchase Agreement ("PA"), Associate Members will work with a VENDOR representative to determine the VENDOR implementation timeline and implementation plan ("Implementation Plan") as further described in Section 2.2 of the RFP. To confirm Participant's request to buy Products using the RFP, Participant and VENDOR must complete and execute a Purchase Agreement ("PA") for the specific Products and provide that PA to ED TECH JPA. The PA is included herein in this Appendix A for reference.

The PA will contain a general description of the Products ordered, contact information for VENDOR and Participant related to purchase and sale of the Products, and an acknowledgement that the purchase is subject to the terms of the RFP and this MA. Participant and VENDOR may agree on contingencies, such as timing contingencies, applicable to delivery of Products.

A report outlining all completed PAs must be presented to ED TECH JPA at the same time the Administrative Fee is paid to Ed Tech JPA, at the same due date listed in Section 15. b. VENDOR will work directly with a Participating Associate Member to fulfil the order according to the parties' agreed-upon Implementation Plan. ED TECH JPA is not responsible to verify payment to vendor.

Okta has satisfied ED Tech JPA that, in the event there is a material change to the Okta DPA, Okta will notify ED TECH JPA of the material change.

5. PROGRAM PROMOTION

It is in the interest of both parties that VENDOR will promote and support ED TECH JPA Master Agreements using methods that best suit the VENDOR's business model, organization, and market approach. ED TECH JPA specifically desires VENDOR to generate interest in the MA and direct its existing clients who are Eligible Entities to use its MA as VENDOR's preferred form of contracting with Eligible Entities.

VENDOR may be asked to participate with ED TECH JPA staff in related trade shows, conferences, and online presentation to promote the MA. ED TECH JPA will promote MAs through the creation of marketing materials, as well as active outreach to its constituents.

ED TECH JPA expects VENDOR's field and internal sales forces will be trained and engaged in use of the MA for the duration of the contract term. VENDOR agrees that all sales will be accurately and timely reported to ED TECH JPA. VENDOR shall provide a single point of contact with the authority and responsibility for the overall success of promotion of the MA.

ED TECH JPA may schedule periodic reviews with VENDOR to evaluate VENDOR's performance of the commitments outlined in this MA, as well as leads, current projects, and projected sales.

6. INVOICING FOR SERVICES

VENDOR shall invoice each Participant for Products and Participant shall disburse payment to VENDOR upon receipt of the Board approved, executed Purchase Agreement between Participating Associate Member and VENDOR. ED TECH JPA does not guarantee timely payment. The Purchase Agreement is between VENDOR and Participant.

7. PRODUCT ADDITIONS/DELETIONS

VENDOR may add or delete Products introduced or removed from the market by the manufacturer under the following conditions:

- A. Deleted Products have been discontinued and are no longer available from the manufacturer.

- B. Added Products are either a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements, or added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Education Intelligence and Analytics solution that VENDOR did not have at the time the RFP Proposal was submitted.
- C. The added Product or Service is within the scope of the RFP and substantially similar to the original Products.
- D. VENDOR has obtained prior written approval from Participants who have entered into a Purchase Agreement with Vendor, if the Product or Service in question is a direct replacement of the original Product or Service.
- E. EDTECH JPA and Vendor have reached agreement on pricing and other terms as appropriate.
- F. VENDOR and EDTECH JPA execute an amendment to the Master Agreement reflecting pricing and other appropriate terms.
- G. VENDOR and EDTECH JPA execute amendment to the Purchase Agreement.

8. MINIMUM PRICE GUARANTEE

VENDOR agrees not to sell directly, or through a reseller, to ED TECH JPA's Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the ED TECH JPA), including all California public school districts, county offices of education, and community college districts, and any other public agency in California whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as ED TECH JPA, the Products(s) subject to the Master Agreement at a price lower than the price offered pursuant to the RFP and this Master Agreement.

During the period of delivery under a contract resulting from this RFP, if the price of an item decreases, Ed Tech JPA Participating Associate Members shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. Vendor agrees to amend the Master Agreement to reflect the decreased pricing. At no time shall the prices charged to Ed Tech JPA Participating Associate Members exceed the prices under which the RFP was awarded. Ed Tech JPA Participating Associate Members shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Vendor to any other school district or any other state, county, municipal or local government agency in a California County for the product(s) listed in the RFP.

9. EXPENSES.

ED TECH JPA shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR in providing Products and Services for Participants .

10. COMPLIANCE WITH APPLICABLE LAW

The Products completed herein must meet the approval of the ED TECH JPA and shall be subject to ED TECH JPA' s general right of inspection, or at the request of ED TECH JPA' s, Participating Member. VENDOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to VENDOR, VENDOR's business, the Services, equipment and personnel engaged in Services covered by this MA or

accruing out of the performance of such Services. If VENDOR performs any Services knowing it to be contrary to such laws, ordinances, rules and regulations, VENDOR shall bear all costs.

11. WARRANTY DISCLAIMER

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, VENDOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS. THE WARRANTY OF OKTA SHALL BE FOUND IN THE MSA.

12. VENDOR RETURN POLICY

All returns shall be subject to VENDOR return policy at www.shi.com/returnpolicy.

13. DATA PRIVACY

VENDOR recognizes that all Services to be provided by it are to be fully compliant with all applicable requirements including all state and federal laws. Okta has satisfied ED TECH JPA that its MSA and data policy are complaint with both federal ("FERPA") and California State Data privacy laws. VENDOR will be required to execute the most recent version of California Student Data Privacy Agreement when mutually deemed to be applicable to VENDOR by VENDOR and ED TECH JPA.

14. PERMITS/LICENSES

VENDOR and all VENDOR's employees or agents shall secure and maintain in force such permits, and licenses as are required by law in connection with the resale of Products and performance of Services pursuant to this MA.

15. INSURANCE

VENDOR shall insure VENDOR's activities in connection with the resale of Products and performance of Services under this MA and agrees to carry insurance as specified in the RFP to ensure VENDOR's ability to adhere to the indemnification requirements under this MA.

16. TRANSACTION REPORTING

VENDOR will comply with all reasonable requests by ED TECH JPA for information regarding VENDOR's transactions with Participants, including transmittal of transaction data in electronic format. VENDOR will report to ED TECH JPA all Services ordered by Participants, in reasonable detail, the reporting period outlined in section 17. B. of this MA. VENDOR acknowledges that ED TECH JPA will track the use of this MA through databases managed by ED TECH JPA. A template Usage Report is attached hereto as Exhibit B.

17. ADMINISTRATIVE FEE

- A. VENDOR agrees to pay ED TECH JPA an administrative fee (the "Administrative Fee") calculated as four percent (4%) of the gross invoiced amount of any Participant agreement with VENDOR based on an award under the RFP, including any Additional Services, or

agreement extensions or renewals. Vendors whose gross sales exceed two million dollars (\$2,000,000.00) each fiscal year may receive a discount and pay Administrative Fees as follows:

Sales Amount*	Administrative Fee**
\$2,000,000.00 - \$3,999,999.99	3.5%
\$4,000,000.00 and above	3%

*The fiscal year term is July 1 - June 30.

**Sales are the annual gross amount invoiced of any Participant Agreement with VENDOR based on an award under the RFP, including any Additional Services, or agreement extensions or renewals.

***Any discounted Administrative Fee shall be applied to Sales in the quarter after the minimum threshold has been met. Discounted Administrative Fees shall revert to four percent (4%) after the minimum threshold is no longer met.

For purchases made with federal funds, a different fee structure may apply. Computations of the Administrative Fee shall exclude state, local, or federal taxes levied on invoiced amounts. Unless otherwise stated herein, the Administrative Fee is not refundable to Participants or Vendors under any circumstances. In the event ED TECH JPA's operating costs increase, the Administrative Fee is subject to an increase to offset such increased costs. Any increase shall be authorized by Ed Tech JPA's Board of Directors ("Board") and shall take effect on the day approved by the Board. Any increase shall be communicated to Vendors with no less than thirty (30) days' notice from ED TECH JPA, and VENDOR shall be permitted to amend this MA to increase pricing in the attached Exhibit A in direct proportion to the adjusted Administrative Fee. Such amendment shall take immediate effect and apply to all Purchase Agreements executed after the execution date of the Amendment.

B. Administrative Fees shall be reported and payable at the end of each quarter as follows:

Reporting Period	Due Date
January 1 - March 31	April 30
April 1 - June 30	July 31
July 1 - September 30	October 31
October 1 - December 31	January 31

C. VENDOR must submit a check, payable to Education Technology Joint Powers Authority remitted to:

Ed Tech JPA
 % Clovis Unified School District

Business Services Department
1450 Herndon Ave
Clovis, CA 93611

- D. The administrative fee shall not be included as an adjustment to VENDOR's Ed Tech JPA Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the Participating Associate Member.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from Participating Associate Member.
- G. Any payments that a VENDOR makes or causes to be made to Ed Tech JPA after the due date as indicated on the Quarterly Report Schedule shall accrue interest at a rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. The right to interest on late payments shall not preclude Ed Tech JPA from exercising any of its other rights or remedies pursuant to this agreement or otherwise with regards to Vendor's failure to make timely remittances.
- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

18. CONTRACT MANAGEMENT

- A. The primary VENDOR contract manager for this Master Agreement shall be as follows:
SHI International Corp.
Attn: Rennie Nicholson
290 Davidson Avenue
Somerset, NJ 08873
Rennie.Nicholson@SHI.com
619-204-6097
- B. The primary Ed Tech JPA contract manager for this Master Agreement shall be as follows:
Education Technology JPA
Attn: Michelle Bennett
5050 Barranca Parkway
Irvine, CA 92604
MichelleBennett@iusd.org
949-936-5022
- C. Should the contract administrator information change, the changing party will provide written notice to the affected party with the updated information no later than ten (10) business days after the change.

19. INDEMNIFICATION

To the extent permitted under applicable law, VENDOR will defend, indemnify and hold harmless ED TECH JPA and its directors, officers, employees, and agents from and against all damages,

costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the Services infringe or misappropriates the proprietary or intellectual property rights of such third party; or (ii) that results from the negligence or intentional misconduct of VENDOR or its employees or agents.

ED TECH JPA. To the extent permitted under applicable law, ED TECH JPA will defend, indemnify and hold harmless VENDOR and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of ED TECH JPA or its employees or agents or (ii) any breach of any of the representations, warranties or covenants contained herein by ED TECH JPA.

20. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY ED TECH JPA TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. THESE LIMITATIONS SHALL NOT APPLY TO UNPAID ADMINISTRATIVE FEES AND ANY APPLICABLE INTEREST TIED TO SUCH FEES THAT ARE DEEMED TO BE DUE UNDER SECTION 17, ABOVE.

21. ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this MA, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

22. SEVERABILITY

If any provision of this MA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this MA will be affected by such holding, and all of the remaining provisions of this MA will continue in full force and effect.

23. DEFAULTS

If VENDOR defaults in its obligations under this MA, and if such default is not cured within 30 days after notice of the default from ED TECH JPA to VENDOR, then ED TECH JPA may pursue any available remedies against VENDOR, including but not limited to termination of this MA.

24. FORCE MAJEURE

Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting ED TECH JPA, VENDOR or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. The party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules, and resuming operations as soon as the event causing the failure or delay has ceased. VENDOR shall notify ED TECH JPA promptly of any such delay and shall specify the effect on the product as soon as practical.

25. GOVERNING LAW AND VENUE

THIS MA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN ORANGE COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS MA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

PROVISIONS REQUIRED BY LAW: VENDOR acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state, and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this MA. These provisions of law and any clause required by law that is associated with this transaction will be read and enforced as though it were included herein.

26. NOTICES

All notices under this MA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, (d) when emailed to the receiving party at the receiving party's assigned email address with delivery receipt requested, upon electronic confirmation the transmission has been delivered, or (e) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this MA, or at such other addresses as either party may subsequently designate by notice.

27. ASSIGNMENT

Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Orders Forms and SOWs), without consent of the other party, in connection with a merger,

acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. An "Affiliate" for purposes of this Section 23 shall mean any entity which directly controls, is under common control with, or is directly or indirectly controlled by the party seeking to assign its rights and obligations hereunder.

28. COUNTERPARTS

This MA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the MA, and the MA shall not be binding on any party until all Parties have signed it.

29. AUTHORIZED SIGNATURE

The individual signing this MA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the MA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

30. SURVIVAL

The parties' respective obligations under the following sections of this MA shall survive any termination of this MA: Sections 13 through 21, covering Transaction Reporting, Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

31. EXHIBITS

This MA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

32. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in VENDOR's Proposal, an invoice, or in any other documentation, will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) any exhibit, schedule, or addendum to this Agreement and (2) the body of this Agreement. In the case of conflict between the terms of the RFP and this MA, this MA shall govern.

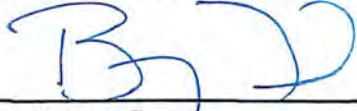
33. ADDITIONAL INSURED ENDORSEMENT LANGUAGE

Any general liability policy provided by VENDOR hereunder shall contain an endorsement which applies its coverage to ED TECH JPA, members of ED TECH JPA's board of trustees, and the officers, agents, employees, and volunteers of ED TECH JPA, individually and collectively, as additional insureds.

"Education Technology Joint Powers Authority its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory per written contract with respect to the terms of the General Liability policy."

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the Effective Date.

Education Technology Joint Powers Authority

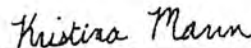


By: Brianne Ford
President of the Board

10/25/21

Date

SHI International Corp.



By: Kristina Mann
Its: Manager - Contracts

10/22/2021

Date

Exhibit A

SHI Clarified One-Time Costs			
Item	Description	Unit Cost <i>(Indicate Flat Cost or Per Student, Staff, User, etc.)</i>	Estimated Total Cost
Implementation	<i>Please refer to the description of services included under section 1.12.8 of the Proposal Form.</i>	IAM Project Delivery Lead - \$230.00 per hr Okta Engineer - \$255.00 per hr Okta Architect - \$265.00 per hr SHI Project Manager - \$175.00 per hr	To be determined based on the implementation's scope of work.
Training	<p>Choice of:</p> <p>Okta Premier Learning Pass</p> <ul style="list-style-type: none"> Access to all prerecorded training content. <p>Okta Premier Learning Pass Plus</p> <ul style="list-style-type: none"> Same as Premier Learning Pass plus any scheduled instructor-lead training. <p>***Please refer to Exhibit 3 – Okta Premier Learning Pass Datasheet for additional information.</p>	Cost per User	<p>Choice of:</p> <p>Okta Premier Learning Pass</p> <ul style="list-style-type: none"> \$2,090.80 <p>Okta Premier Learning Pass Plus</p> <ul style="list-style-type: none"> \$6,272.40
Other	<i>Please Describe.</i>		
Total One-Time Costs:		To be determined based on the total amount of hours required for each project.	To be determined based on the total amount of hours required for each project.

SHI Clarified Tier 1 Annual Recurring Costs 20,000 MAU

Specify number of licenses and any additional requirements to qualify for Tier 1 Pricing:			
Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
Solution	Enterprise (required) 20,000 MAU per Year ***Please refer to <i>Exhibit 6</i> – Okta Product License Reference Guide – Customer Identity Section on page 3.	20,000 Monthly Active Users	Year 1: \$15,053.76 Year 2: \$15,053.76 Year 3: \$15,053.76 Year 4: \$15,053.76 <u>Year 5: \$15,053.76</u> TOTAL: \$75,268.80
Maintenance and Support	Okta Premier Success Package **Support is 15% of complete subscription fee ***Please refer to <i>Exhibit 4</i> – Customer Success Data Sheet.	Premier Success Package per location	Year 1: \$2,258.06 Year 2: \$2,258.06 Year 3: \$2,258.06 Year 4: \$2,258.06 <u>Year 5: \$2,258.06</u> TOTAL: \$11,290.30
Upgrade & Update Costs	Upgrade and Update Costs are included		Year 1: \$0 Year 2: \$0 Year 3: \$0 Year 4: \$0 <u>Year 5: \$0</u> TOTAL: \$0
Other	<i>Please Describe:</i>		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Total Annual Recurring Costs			Year 1: \$17,311.82 Year 2: \$17,311.82 Year 3: \$17,311.82 Year 4: \$17,311.82 <u>Year 5: \$17,311.82</u> TOTAL: \$86,559.10

**SHI Clarified Tier 1 Annual Recurring Costs
50,000 MAU**

Specify number of licenses and any additional requirements to qualify for Tier 1 Pricing:

Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
Solution	Enterprise (required) 50,000 MAU per Year ***Please refer to <i>Exhibit 6</i> – Okta Product License Reference Guide – Customer Identity Section on page 8	50,000 Monthly Active Users	Year 1: \$17,921.15 Year 2: \$17,921.15 Year 3: \$17,921.15 Year 4: \$17,921.15 <u>Year 5: \$17,921.15</u> TOTAL: \$89,605.75
Maintenance and Support	Okta Premier Success Package **Support is 15% of complete subscription fee ***Please refer to <i>Exhibit 4</i> – Customer Success Data Sheet.	Premier Success Package per location	Year 1: \$2,688.17 Year 2: \$2,688.17 Year 3: \$2,688.17 Year 4: \$2,688.17 <u>Year 5: \$2,688.17</u> TOTAL: \$13,440.85
Upgrade & Update Costs	Upgrade and Update Costs are included		Year 1: \$0 Year 2: \$0 Year 3: \$0 Year 4: \$0 <u>Year 5: \$0</u> TOTAL: \$0
Other	<i>Please Describe:</i>		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Total Annual Recurring Costs			Year 1: \$20,609.32 Year 2: \$20,609.32 Year 3: \$20,609.32 Year 4: \$20,609.32 <u>Year 5: \$20,609.32</u> TOTAL: \$103,046.60

**SHI Clarified Tier 1 Annual Recurring Costs
100,000 MAU**

Specify number of licenses and any additional requirements to qualify for Tier 1 Pricing:

Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
Solution	Enterprise (required) 100,000 MAU per Year ***Please refer to Exhibit 6 – Okta Product License Reference Guide – Customer Identity Section on page 8	100,000 Monthly Active Users	Year 1: \$26,881.72 Year 2: \$26,881.72 Year 3: \$26,881.72 Year 4: \$26,881.72 Year 5: \$26,881.72 <u>TOTAL: \$134,408.60</u>
Maintenance and Support	Okta Premier Success Package **Support is 15% of complete subscription fee. ***Please refer to Exhibit 4 – Customer Success Data Sheet.	Premier Success Package per location	Year 1: \$4,032.26 Year 2: \$4,032.26 Year 3: \$4,032.26 Year 4: \$4,032.26 Year 5: \$4,032.26 <u>TOTAL: \$20,161.30</u>
Upgrade & Update Costs	Upgrade and Update Costs are included		Year 1: \$0 Year 2: \$0 Year 3: \$0 Year 4: \$0 Year 5: \$0 <u>TOTAL: \$0</u>
Other	Please Describe:		Year 1: Year 2: Year 3: Year 4: Year 5: <u>TOTAL:</u>
Total Annual Recurring Costs			Year 1: \$30,913.98 Year 2: \$30,913.98 Year 3: \$30,913.98 Year 4: \$30,913.98 Year 5: \$30,913.98 <u>TOTAL: \$154,569.90</u>

**SHI Clarified Tier 1 Annual Recurring Costs
200,000 MAU**

Specify number of licenses and any additional requirements to qualify for Tier 1 Pricing:

Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
Solution	Enterprise (required) 200,000 MAU per Year ***Please refer to <i>Exhibit 6</i> – Okta Product License Reference Guide – Customer Identity Section on page 8	200,000 Monthly Active Users	Year 1: \$43,010.75 Year 2: \$43,010.75 Year 3: \$43,010.75 Year 4: \$43,010.75 Year 5: \$43,010.75 TOTAL: \$215,053.75
Maintenance and Support	Okta Premier Success Package **Support is 15% of complete subscription fee ***Please refer to <i>Exhibit 4</i> – Customer Success Data Sheet.	Premier Success Package per location	Year 1: \$6,451.61 Year 2: \$6,451.61 Year 3: \$6,451.61 Year 4: \$6,451.61 Year 5: \$6,451.61 TOTAL: \$32,258.05
Upgrade & Update Costs	Upgrade and Update Costs are included		Year 1: \$0 Year 2: \$0 Year 3: \$0 Year 4: \$0 Year 5: \$0 TOTAL: \$0
Other	<i>Please Describe:</i>		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Total Annual Recurring Costs			Year 1: \$49,462.36 Year 2: \$49,462.36 Year 3: \$49,462.36 Year 4: \$49,462.36 Year 5: \$49,462.36 TOTAL: \$247,311.80

**SHI Clarified Tier 1 Annual Recurring Costs
300,000 MAU**

Specify number of licenses and any additional requirements to qualify for Tier 1 Pricing:

Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
Solution	Enterprise (required) 300,000 MAU per Year ***Please refer to <i>Exhibit 6</i> – Okta Product License Reference Guide – Customer Identity Section on page 3	300,000 Monthly Active Users	Year 1: \$53,763.44 Year 2: \$53,763.44 Year 3: \$53,763.44 Year 4: \$53,763.44 <u>Year 5: \$53,763.44</u> TOTAL: \$268,817.20
Maintenance and Support	Okta Premier Success Package **Support is 15% of complete subscription fee ***Please refer to <i>Exhibit 4</i> – Customer Success Data Sheet.	Premier Success Package per location	Year 1: \$8,064.52 Year 2: \$8,064.52 Year 3: \$8,064.52 Year 4: \$8,064.52 <u>Year 5: \$8,064.52</u> TOTAL: \$40,322.60
Upgrade & Update Costs	Upgrade and Update Costs are included		Year 1: \$0 Year 2: \$0 Year 3: \$0 Year 4: \$0 <u>Year 5: \$0</u> TOTAL: \$0
Other	<i>Please Describe:</i>		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Total Annual Recurring Costs			Year 1: \$61,827.96 Year 2: \$61,827.96 Year 3: \$61,827.96 Year 4: \$61,827.96 <u>Year 5: \$61,827.96</u> TOTAL: \$309,139.80

**SHI Clarified Tier 1 Annual Recurring Costs
500,000 MAU**

Specify number of licenses and any additional requirements to qualify for Tier 1 Pricing:

Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
Solution	Enterprise (required) 500,000 MAU per Year ***Please refer to <i>Exhibit 6</i> – Okta Product License Reference Guide – Customer Identity Section on page 8.	500,000 Monthly Active Users	Year 1: \$71,684.59 Year 2: \$71,684.59 Year 3: \$71,684.59 Year 4: \$71,684.59 Year 5: \$71,684.59 TOTAL: \$358,422.95
Maintenance and Support	Okta Premier Success Package **Support is 15% of complete subscription fee ***Please refer to <i>Exhibit 4</i> – Customer Success Data Sheet.	Premier Success Package per location	Year 1: \$10,752.69 Year 2: \$10,752.69 Year 3: \$10,752.69 Year 4: \$10,752.69 Year 5: \$10,752.69 TOTAL: \$53,763.45
Upgrade & Update Costs	Upgrade and Update Costs are included		Year 1: \$0 Year 2: \$0 Year 3: \$0 Year 4: \$0 Year 5: \$0 TOTAL: \$0
Other	<i>Please Describe:</i>		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Total Annual Recurring Costs			Year 1: \$82,437.28 Year 2: \$82,437.28 Year 3: \$82,437.28 Year 4: \$82,437.28 Year 5: \$82,437.28 TOTAL: \$412,186.40

**SHI Clarified Tier 1 Annual Recurring Costs
600,000 MAU**

Specify number of licenses and any additional requirements to qualify for Tier 1 Pricing:

Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
Solution	Enterprise (required) 600,000 MAU per Year ***Please refer to <i>Exhibit 6</i> – Okta Product License Reference Guide – Customer Identity Section on page 8	600,000 Monthly Active Users	Year 1: \$75,268.82 Year 2: \$75,268.82 Year 3: \$75,268.82 Year 4: \$75,268.82 Year 5: \$75,268.82 TOTAL: \$376,344.10
Maintenance and Support	Okta Premier Success Package **Support is 15% of complete subscription fee ***Please refer to <i>Exhibit 4</i> – Customer Success Data Sheet.	Premier Success Package per location	Year 1: \$11,290.32 Year 2: \$11,290.32 Year 3: \$11,290.32 Year 4: \$11,290.32 Year 5: \$11,290.32 TOTAL: \$56,451.60
Upgrade & Update Costs	Upgrade and Update Costs are included		Year 1: \$0 Year 2: \$0 Year 3: \$0 Year 4: \$0 Year 5: \$0 TOTAL: \$0
Other	<i>Please Describe:</i>		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Total Annual Recurring Costs			Year 1: \$86,559.14 Year 2: \$86,559.14 Year 3: \$86,559.14 Year 4: \$86,559.14 Year 5: \$86,559.14 TOTAL: \$432,795.70

**SHI Clarified Tier 1 Annual Recurring Costs
720,000 MAU**

Specify number of licenses and any additional requirements to qualify for Tier 1 Pricing:			
Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
Solution	Enterprise (required) 720,000 MAU per Year ***Please refer to <i>Exhibit 6</i> – Okta Product License Reference Guide – Customer Identity Section on page 8.	720,000 Monthly Active Users	Year 1: \$85,304.66 Year 2: \$85,304.66 Year 3: \$85,304.66 Year 4: \$85,304.66 <u>Year 5: \$85,304.66</u> TOTAL: \$426,523.30
Maintenance and Support	Okta Premier Success Package **Support is 15% of complete subscription fee ***Please refer to <i>Exhibit 4</i> – Customer Success Data Sheet.	Premier Success Package per location	Year 1: \$12,795.70 Year 2: \$12,795.70 Year 3: \$12,795.70 Year 4: \$12,795.70 <u>Year 5: \$12,795.70</u> TOTAL: \$63,978.50
Upgrade & Update Costs	Upgrade and Update Costs are included		Year 1: \$0 Year 2: \$0 Year 3: \$0 Year 4: \$0 <u>Year 5: \$0</u> TOTAL: \$0
Other	<i>Please Describe:</i>		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Total Annual Recurring Costs			Year 1: \$98,100.36 Year 2: \$98,100.36 Year 3: \$98,100.36 Year 4: \$98,100.36 <u>Year 5: \$98,100.36</u> TOTAL: \$490,501.80

**SHI Clarified Tier 1 Annual Recurring Costs
900,000 MAU**

Specify number of licenses and any additional requirements to qualify for Tier 1 Pricing:			
Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
Solution	Enterprise (required) 900,000 MAU per Year ***Please refer to <i>Exhibit 6</i> – Okta Product License Reference Guide – Customer Identity Section on page 8.	900,000 Monthly Active Users	Year 1: \$96,774.20 Year 2: \$96,774.20 Year 3: \$96,774.20 Year 4: \$96,774.20 Year 5: \$96,774.20 TOTAL: \$483,871.00
Maintenance and Support	Okta Premier Success Package **Support is 15% of complete subscription fee. ***Please refer to <i>Exhibit 4</i> – Customer Success Data Sheet.	Premier Success Package per location	Year 1: \$14,516.13 Year 2: \$14,516.13 Year 3: \$14,516.13 Year 4: \$14,516.13 Year 5: \$14,516.13 TOTAL: \$72,580.65
Upgrade & Update Costs	Upgrade and Update Costs are included		Year 1: \$0 Year 2: \$0 Year 3: \$0 Year 4: \$0 Year 5: \$0 TOTAL: \$0
Other	<i>Please Describe:</i>		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Total Annual Recurring Costs			Year 1: \$111,290.33 Year 2: \$111,290.33 Year 3: \$111,290.33 Year 4: \$111,290.33 Year 5: \$111,290.33 TOTAL: \$556,451.65

**SHI Clarified Tier 1 Annual Recurring Costs
1,100,000 MAU**

Specify number of licenses and any additional requirements to qualify for Tier 1 Pricing:			
Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
Solution	Enterprise (required) 1,100,000 MAU per Year ***Please refer to <i>Exhibit 6</i> – Okta Product License Reference Guide – Customer Identity Section on page 8	1,100,000 Monthly Active Users	Year 1: \$106,451.62 Year 2: \$106,451.62 Year 3: \$106,451.62 Year 4: \$106,451.62 Year 5: \$106,451.62 TOTAL: \$532,258.10
Maintenance and Support	Okta Premier Success Package **Support is 15% of complete subscription fee ***Please refer to <i>Exhibit 4</i> – Customer Success Data Sheet.	Premier Success Package per location	Year 1: \$15,967.74 Year 2: \$15,967.74 Year 3: \$15,967.74 Year 4: \$15,967.74 Year 5: \$15,967.74 TOTAL: \$79,838.70
Upgrade & Update Costs	Upgrade and Update Costs are included		Year 1: \$0 Year 2: \$0 Year 3: \$0 Year 4: \$0 Year 5: \$0 TOTAL: \$0
Other	<i>Please Describe:</i>		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Total Annual Recurring Costs			Year 1: \$122,419.36 Year 2: \$122,419.36 Year 3: \$122,419.36 Year 4: \$122,419.36 Year 5: \$122,419.36 TOTAL: \$612,096.80

**SHI Clarified Tier 1 Annual Recurring Costs
1,300,000 MAU**

Specify number of licenses and any additional requirements to qualify for Tier 1 Pricing:			
Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
Solution	Enterprise (required) 1,300,000 MAU per Year ***Please refer to <i>Exhibit 6</i> – Okta Product License Reference Guide – Customer Identity Section on page 8	1,300,000 Monthly Active Users	Year 1: \$116,487.46 Year 2: \$116,487.46 Year 3: \$116,487.46 Year 4: \$116,487.46 Year 5: \$116,487.46 TOTAL: \$582,437.30
Maintenance and Support	Okta Premier Success Package **Support is 15% of complete subscription fee ***Please refer to <i>Exhibit 4</i> – Customer Success Data Sheet	Premier Success Package per location	Year 1: \$17,473.12 Year 2: \$17,473.12 Year 3: \$17,473.12 Year 4: \$17,473.12 Year 5: \$17,473.12 TOTAL: \$87,365.60
Upgrade & Update Costs	Upgrade and Update Costs are included		Year 1: \$0 Year 2: \$0 Year 3: \$0 Year 4: \$0 Year 5: \$0 TOTAL: \$0
Other	<i>Please Describe:</i>		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Total Annual Recurring Costs			Year 1: \$133,960.58 Year 2: \$133,960.58 Year 3: \$133,960.58 Year 4: \$133,960.58 Year 5: \$133,960.58 TOTAL: \$669,802.90

**SHI Clarified Tier 1 Annual Recurring Costs
1,600,000 MAU**

Specify number of licenses and any additional requirements to qualify for Tier 1 Pricing:			
Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
Solution	Enterprise (required) 1,600,000 MAU per Year ***Please refer to Exhibit 6 – Okta Product License Reference Guide – Customer Identity Section on page 8	1,600,000 Monthly Active Users	Year 1: \$126,164.88 Year 2: \$126,164.88 Year 3: \$126,164.88 Year 4: \$126,164.88 Year 5: \$126,164.88 TOTAL: \$630,824.40
Maintenance and Support	Okta Premier Success Package **Support is 15% of complete subscription fee ***Please refer to Exhibit 4 – Customer Success Data Sheet.	Premier Success Package per location	Year 1: \$18,924.73 Year 2: \$18,924.73 Year 3: \$18,924.73 Year 4: \$18,924.73 Year 5: \$18,924.73 TOTAL: \$94,623.65
Upgrade & Update Costs	Upgrade and Update Costs are included		Year 1: \$0 Year 2: \$0 Year 3: \$0 Year 4: \$0 Year 5: \$0 TOTAL: \$0
Other	<i>Please Describe:</i>		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Total Annual Recurring Costs			Year 1: \$145,089.61 Year 2: \$145,089.61 Year 3: \$145,089.61 Year 4: \$145,089.61 Year 5: \$145,089.61 TOTAL: \$725,448.05

**SHI Clarified Tier 1 Annual Recurring Costs
2,000,000 MAU**

Specify number of licenses and any additional requirements to qualify for Tier 1 Pricing:			
Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
Solution	Enterprise (required) 2,000,000 MAU per Year ***Please refer to <i>Exhibit 6</i> – Okta Product License Reference Guide – Customer Identity Section on page 8.	2,000,000 Monthly Active Users	Year 1: \$143,369.18 Year 2: \$143,369.18 Year 3: \$143,369.18 Year 4: \$143,369.18 <u>Year 5: \$143,369.18</u> TOTAL: \$716,845.90
Maintenance and Support	Okta Premier Success Package **Support is 15% of complete subscription fee ***Please refer to <i>Exhibit 4</i> – Customer Success Data Sheet	Premier Success Package per location	Year 1: \$21,505.38 Year 2: \$21,505.38 Year 3: \$21,505.38 Year 4: \$21,505.38 <u>Year 5: \$21,505.38</u> TOTAL: \$107,526.90
Upgrade & Update Costs	Upgrade and Update Costs are included		Year 1: \$0 Year 2: \$0 Year 3: \$0 Year 4: \$0 <u>Year 5: \$0</u> TOTAL: \$0
Other	<i>Please Describe:</i>		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Total Annual Recurring Costs			Year 1: \$164,874.56 Year 2: \$164,874.56 Year 3: \$164,874.56 Year 4: \$164,874.56 <u>Year 5: \$164,874.56</u> TOTAL: \$824,372.80

SHI Clarified Tier 2 Annual Recurring Costs

Specify number of licenses and any additional requirements to qualify for Tier 2 Pricing:		All pricing is based on MAU Level as detailed in Tier 1 Annual Recurring Costs.	
Item	Examples of Included Items	Unit Cost <i>(Indicate Flat Cost or Per Student, Staff, User, etc.)</i>	Estimated Total Cost <i>(Years 1-5)</i>
Solution	<i>Including but not limited to: Software, Licensing, training materials and release notes.</i>		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Maintenance and Support			Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Upgrade & Update Costs	<i>Including but not limited to: Updated training materials and release notes.</i>		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Other	<i>Please Describe:</i>		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Total Annual Recurring Costs			Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:

Optional Services and Costs: Expand the following table as required to provide pricing for the proposed system to meet the requirements specified in this RFP. All costs for functionality in the proposal must be listed in the Optional Services/Solutions if not identified in the previous pricing forms. Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.

SHI Clarified Optional Services/Solutions and Costs

Item	Description <i>(Check box if required to meet minimum requirements of this RFP)</i>	Dependent Requirements <i>(If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts)</i>	Unit Cost <i>(Indicate Flat Cost or Per Student, Staff, User, etc.)</i>	Estimated Total Cost <i>(Years 1-5)</i>
Lifecycle Management – Unlimited Applications	<p>Lifecycle Management – Unlimited Applications 20,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25%, depending on the support package that is selected</p> <p><input type="checkbox"/> Required to Meet Requirements</p>		<p>20,000 MAU (Monthly Active Users) per year</p> <p><input type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p>Year 1: \$18,817.20 Year 2: \$18,817.20 Year 3: \$18,817.20 Year 4: \$18,817.20 Year 5: \$18,817.20 TOTAL: \$94,086</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>
Lifecycle Management – Unlimited Applications	<p>Lifecycle Management – Unlimited Applications 50,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25%, depending on the support package that is selected</p> <p><input type="checkbox"/> Required to Meet Requirements</p>		<p>50,000 MAU (Monthly Active Users) per year</p> <p><input type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p>Year 1: \$22,401.43 Year 2: \$22,401.43 Year 3: \$22,401.43 Year 4: \$22,401.43 Year 5: \$22,401.43 TOTAL: \$112,007.15</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>

<p>Lifecycle Management – Unlimited Applications</p>	<p>Lifecycle Management – Unlimited Applications 100,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected.</p> <p><input type="checkbox"/> Required to Meet Requirements</p>		<p>100,000 MAU (Monthly Active Users) per year</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p><i>Year 1: \$33,602.15</i> <i>Year 2: \$33,602.15</i> <i>Year 3: \$33,602.15</i> <i>Year 4: \$33,602.15</i> <u><i>Year 5: \$33,602.15</i></u> TOTAL: \$168,010.75</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>
<p>Lifecycle Management – Unlimited Applications</p>	<p>Lifecycle Management – Unlimited Applications 200,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected.</p> <p><input type="checkbox"/> Required to Meet Requirements</p>		<p>200,000 MAU (Monthly Active Users) per year</p> <p><input type="checkbox"/> Recurring <input checked="" type="checkbox"/> One-Time</p>	<p><i>Year 1: \$53,763.44</i> <i>Year 2: \$53,763.44</i> <i>Year 3: \$53,763.44</i> <i>Year 4: \$53,763.44</i> <u><i>Year 5: \$53,763.44</i></u> TOTAL: \$268,817.20</p> <p><input type="checkbox"/> Recurring <input checked="" type="checkbox"/> One-Time</p>
<p>Lifecycle Management – Unlimited Applications</p>	<p>Lifecycle Management – Unlimited Applications 300,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected.</p> <p><input type="checkbox"/> Required to Meet Requirements</p>		<p>300,000 MAU (Monthly Active Users) per year</p> <p><input type="checkbox"/> Recurring <input checked="" type="checkbox"/> One-Time</p>	<p><i>Year 1: \$67,204.30</i> <i>Year 2: \$67,204.30</i> <i>Year 3: \$67,204.30</i> <i>Year 4: \$67,204.30</i> <u><i>Year 5: \$67,204.30</i></u> TOTAL: \$336,021.50</p> <p><input type="checkbox"/> Recurring <input checked="" type="checkbox"/> One-Time</p>
<p>Lifecycle Management – Unlimited Applications</p>	<p>Lifecycle Management – Unlimited Applications 500,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected.</p> <p><input type="checkbox"/> Required to Meet Requirements</p>		<p>500,000 MAU (Monthly Active Users) per year</p> <p><input type="checkbox"/> Recurring <input checked="" type="checkbox"/> One-Time</p>	<p><i>Year 1: \$89,605.73</i> <i>Year 2: \$89,605.73</i> <i>Year 3: \$89,605.73</i> <i>Year 4: \$89,605.73</i> <u><i>Year 5: \$89,605.73</i></u> TOTAL: \$448,028.65</p> <p><input type="checkbox"/> Recurring <input checked="" type="checkbox"/> One-Time</p>

<p>Lifecycle Management – Unlimited Applications</p>	<p>Lifecycle Management – Unlimited Applications 600,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements</p>		<p>600,000 MAU (Monthly Active Users) per year</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p><i>Year 1: \$94,086.02</i> <i>Year 2: \$94,086.02</i> <i>Year 3: \$94,086.02</i> <i>Year 4: \$94,086.02</i> <u><i>Year 5: \$94,086.02</i></u> TOTAL: \$470,430.10</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>
<p>Lifecycle Management – Unlimited Applications</p>	<p>Lifecycle Management – Unlimited Applications 720,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements</p>		<p>720,000 MAU (Monthly Active Users) per year</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p><i>Year 1: \$106,630.82</i> <i>Year 2: \$106,630.82</i> <i>Year 3: \$106,630.82</i> <i>Year 4: \$106,630.82</i> <u><i>Year 5: \$106,630.82</i></u> TOTAL: \$533,154.10</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>
<p>Lifecycle Management – Unlimited Applications</p>	<p>Lifecycle Management – Unlimited Applications 900,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements</p>		<p>900,000 MAU (Monthly Active Users) per year</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p><i>Year 1: \$120,967.74</i> <i>Year 2: \$120,967.74</i> <i>Year 3: \$120,967.74</i> <i>Year 4: \$120,967.74</i> <u><i>Year 5: \$120,967.74</i></u> TOTAL: \$604,838.70</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>
<p>Lifecycle Management – Unlimited Applications</p>	<p>Lifecycle Management – Unlimited Applications 1,100,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements</p>		<p>1,100,000 MAU (Monthly Active Users) per year</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p><i>Year 1: \$133,064.51</i> <i>Year 2: \$133,064.51</i> <i>Year 3: \$133,064.51</i> <i>Year 4: \$133,064.51</i> <u><i>Year 5: \$133,064.51</i></u> TOTAL: \$665,322.55</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>

<p>Lifecycle Management – Unlimited Applications</p>	<p>Lifecycle Management – Unlimited Applications 1,300,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements</p>		<p>1,300,000 MAU (Monthly Active Users) per year</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p><i>Year 1: \$145,609.31</i> <i>Year 2: \$145,609.31</i> <i>Year 3: \$145,609.31</i> <i>Year 4: \$145,609.31</i> <u><i>Year 5: \$145,609.31</i></u> <i>TOTAL: \$728,046.55</i></p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>
<p>Lifecycle Management – Unlimited Applications</p>	<p>Lifecycle Management – Unlimited Applications 1,600,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements</p>		<p>1,600,000 MAU (Monthly Active Users) per year</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p><i>Year 1: \$157,706.08</i> <i>Year 2: \$157,706.08</i> <i>Year 3: \$157,706.08</i> <i>Year 4: \$157,706.08</i> <u><i>Year 5: \$157,706.08</i></u> <i>TOTAL: \$788,530.40</i></p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>
<p>Lifecycle Management – Unlimited Applications</p>	<p>Lifecycle Management – Unlimited Applications 2,000,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements</p>		<p>2,000,000 MAU (Monthly Active Users) per year</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p><i>Year 1: \$179,211.46</i> <i>Year 2: \$179,211.46</i> <i>Year 3: \$179,211.46</i> <i>Year 4: \$179,211.46</i> <u><i>Year 5: \$179,211.46</i></u> <i>TOTAL: \$896,057.30</i></p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>
<p>Single Sign-On</p>	<p>Single Sign-On 20,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements</p>		<p>20,000 MAU (Monthly Active Users) per year</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p><i>Year 1: \$3,612.90</i> <i>Year 2: \$3,612.90</i> <i>Year 3: \$3,612.90</i> <i>Year 4: \$3,612.90</i> <u><i>Year 5: \$3,612.90</i></u> <i>TOTAL: \$18,064.52</i></p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>

Single Sign-On	<p>Single Sign-On 50,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected.</p> <input type="checkbox"/> Required to Meet Requirements		50,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	Year 1: \$4,301.08 Year 2: \$4,301.08 Year 3: \$4,301.08 Year 4: \$4,301.08 <u>Year 5: \$4,301.08</u> TOTAL: \$21,505.38 __X__ Recurring ___ One-Time
Single Sign-On	<p>Single Sign-On 100,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected.</p> <input type="checkbox"/> Required to Meet Requirements		100,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	Year 1: \$6,451.61 Year 2: \$6,451.61 Year 3: \$6,451.61 Year 4: \$6,451.61 <u>Year 5: \$6,451.61</u> TOTAL: \$32,258.06 __X__ Recurring ___ One-Time
Single Sign-On	<p>Single Sign-On 200,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected.</p> <input type="checkbox"/> Required to Meet Requirements		200,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	Year 1: \$10,322.58 Year 2: \$10,322.58 Year 3: \$10,322.58 Year 4: \$10,322.58 <u>Year 5: \$10,322.58</u> TOTAL: \$51,612.90 __X__ Recurring ___ One-Time
Single Sign-On	<p>Single Sign-On 300,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected.</p> <input type="checkbox"/> Required to Meet Requirements		300,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	Year 1: \$12,903.23 Year 2: \$12,903.23 Year 3: \$12,903.23 Year 4: \$12,903.23 <u>Year 5: \$12,903.23</u> TOTAL: \$64,516.13 __X__ Recurring ___ One-Time

Single Sign-On	<p>Single Sign-On 500,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected.</p> <input type="checkbox"/> Required to Meet Requirements		500,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	Year 1: \$17,204.30 Year 2: \$17,204.30 Year 3: \$17,204.30 Year 4: \$17,204.30 Year 5: \$17,204.30 TOTAL: \$86,021.50 __X__ Recurring ___ One-Time
Single Sign-On	<p>Single Sign-On 600,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected.</p> <input type="checkbox"/> Required to Meet Requirements		600,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	Year 1: \$18,064.52 Year 2: \$18,064.52 Year 3: \$18,064.52 Year 4: \$18,064.52 Year 5: \$18,064.52 TOTAL: \$90,322.58 __X__ Recurring ___ One-Time
Single Sign-On	<p>Single Sign-On 720,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected.</p> <input type="checkbox"/> Required to Meet Requirements		720,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	Year 1: \$20,473.12 Year 2: \$20,473.12 Year 3: \$20,473.12 Year 4: \$20,473.12 Year 5: \$20,473.12 TOTAL: \$102,365.59 __X__ Recurring ___ One-Time
Single Sign-On	<p>Single Sign-On 900,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected.</p> <input type="checkbox"/> Required to Meet Requirements		900,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	Year 1: \$23,225.81 Year 2: \$23,225.81 Year 3: \$23,225.81 Year 4: \$23,225.81 Year 5: \$23,225.81 TOTAL: \$116,129.03 __X__ Recurring ___ One-Time

Single Sign-On	<p>Single Sign-On 1,100,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25%, depending on the support package that is selected</p> <input type="checkbox"/> Required to Meet Requirements		<p>1,100,000 MAU (Monthly Active Users) per year</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p>Year 1: \$25,548.39 Year 2: \$25,548.39 Year 3: \$25,548.39 Year 4: \$25,548.39 Year 5: \$25,548.39 TOTAL: \$127,741.93</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>
Single Sign-On	<p>Single Sign-On 1,300,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25%, depending on the support package that is selected</p> <input type="checkbox"/> Required to Meet Requirements		<p>1,300,000 MAU (Monthly Active Users) per year</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p>Year 1: \$27,956.99 Year 2: \$27,956.99 Year 3: \$27,956.99 Year 4: \$27,956.99 Year 5: \$27,956.99 TOTAL: \$139,784.94</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>
Single Sign-On	<p>Single Sign-On 1,600,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25%, depending on the support package that is selected</p> <input type="checkbox"/> Required to Meet Requirements		<p>1,600,000 MAU (Monthly Active Users) per year</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p>Year 1: \$30,279.57 Year 2: \$30,279.57 Year 3: \$30,279.57 Year 4: \$30,279.57 Year 5: \$30,279.57 TOTAL: \$151,397.84</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>
Single Sign-On	<p>Single Sign-On 2,000,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25%, depending on the support package that is selected</p> <input type="checkbox"/> Required to Meet Requirements		<p>2,000,000 MAU (Monthly Active Users) per year</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p>Year 1: \$34,408.60 Year 2: \$34,408.60 Year 3: \$34,408.60 Year 4: \$34,408.60 Year 5: \$34,408.60 TOTAL: \$172,043.00</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>

API Access Management	API Access Management 20,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		20,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	Year 1: \$3,612.90 Year 2: \$3,612.90 Year 3: \$3,612.90 Year 4: \$3,612.90 Year 5: \$3,612.90 TOTAL: \$18,064.52 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time
API Access Management	API Access Management 50,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		50,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	Year 1: \$4,301.08 Year 2: \$4,301.08 Year 3: \$4,301.08 Year 4: \$4,301.08 Year 5: \$4,301.08 TOTAL: \$21,505.38 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time
API Access Management	API Access Management 100,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		100,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	Year 1: \$6,451.61 Year 2: \$6,451.61 Year 3: \$6,451.61 Year 4: \$6,451.61 Year 5: \$6,451.61 TOTAL: \$32,258.06 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time
API Access Management	API Access Management 200,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		200,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	Year 1: \$10,322.58 Year 2: \$10,322.58 Year 3: \$10,322.58 Year 4: \$10,322.58 Year 5: \$10,322.58 TOTAL: \$51,612.90 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time

API Access Management	API Access Management 300,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		300,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	Year 1: \$67,204.30 Year 2: \$67,204.30 Year 3: \$67,204.30 Year 4: \$67,204.30 Year 5: <u>\$67,204.30</u> TOTAL: \$336,021.50 __X__ Recurring ___ One-Time
API Access Management	API Access Management 500,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		500,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	Year 1: \$17,204.30 Year 2: \$17,204.30 Year 3: \$17,204.30 Year 4: \$17,204.30 Year 5: <u>\$17,204.30</u> TOTAL: \$86,021.50 __X__ Recurring ___ One-Time
API Access Management	API Access Management 600,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		600,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	Year 1: \$18,064.52 Year 2: \$18,064.52 Year 3: \$18,064.52 Year 4: \$18,064.52 Year 5: <u>\$18,064.52</u> TOTAL: \$90,322.58 __X__ Recurring ___ One-Time
API Access Management	API Access Management 720,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		720,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	Year 1: \$20,473.12 Year 2: \$20,473.12 Year 3: \$20,473.12 Year 4: \$20,473.12 Year 5: <u>\$20,473.12</u> TOTAL: \$102,365.59 __X__ Recurring ___ One-Time

API Access Management	API Access Management 900,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		900,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	Year 1: \$23,225.81 Year 2: \$23,225.81 Year 3: \$23,225.81 Year 4: \$23,225.81 Year 5: \$23,225.81 TOTAL: \$116,129.03 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time
API Access Management	API Access Management 1,100,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		1,100,000 MAU (Monthly Active Users) per year <input type="checkbox"/> Recurring <input type="checkbox"/> One-Time	Year 1: \$25,548.39 Year 2: \$25,548.39 Year 3: \$25,548.39 Year 4: \$25,548.39 Year 5: \$25,548.39 TOTAL: \$127,741.93 <input type="checkbox"/> Recurring <input type="checkbox"/> One-Time
API Access Management	API Access Management 1,300,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		1,300,000 MAU (Monthly Active Users) per year <input type="checkbox"/> Recurring <input type="checkbox"/> One-Time	Year 1: \$27,956.99 Year 2: \$27,956.99 Year 3: \$27,956.99 Year 4: \$27,956.99 Year 5: \$27,956.99 TOTAL: \$139,784.94 <input type="checkbox"/> Recurring <input type="checkbox"/> One-Time
API Access Management	API Access Management 1,600,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		1,600,000 MAU (Monthly Active Users) per year <input type="checkbox"/> Recurring <input type="checkbox"/> One-Time	Year 1: \$30,279.57 Year 2: \$30,279.57 Year 3: \$30,279.57 Year 4: \$30,279.57 Year 5: \$30,279.57 TOTAL: \$151,397.84 <input type="checkbox"/> Recurring <input type="checkbox"/> One-Time

API Access Management	<p>API Access Management 2,000,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25%, depending on the support package that is selected</p> <p><input type="checkbox"/> Required to Meet Requirements</p>		<p>2,000,000 MAU (Monthly Active Users) per year</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p><i>Year 1: \$34,408.60</i> <i>Year 2: \$34,408.60</i> <i>Year 3: \$34,408.60</i> <i>Year 4: \$34,408.60</i> <u><i>Year 5: \$34,408.60</i></u> TOTAL: \$172,043.00</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>
B2B Integration	<p>B2B Integration 20,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25%, depending on the support package that is selected</p> <p><input type="checkbox"/> Required to Meet Requirements</p>		<p>20,000 MAU (Monthly Active Users) per year</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p><i>Year 1: \$11,215.39</i> <i>Year 2: \$11,215.39</i> <i>Year 3: \$11,215.39</i> <i>Year 4: \$11,215.39</i> <u><i>Year 5: \$11,215.39</i></u> TOTAL: \$56,076.93</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>
B2B Integration	<p>B2B Integration 50,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25%, depending on the support package that is selected</p> <p><input type="checkbox"/> Required to Meet Requirements</p>		<p>50,000 MAU (Monthly Active Users) per year</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p><i>Year 1: \$13,351.65</i> <i>Year 2: \$13,351.65</i> <i>Year 3: \$13,351.65</i> <i>Year 4: \$13,351.65</i> <u><i>Year 5: \$13,351.65</i></u> TOTAL: \$66,758.25</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>
B2B Integration	<p>B2B Integration 100,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25%, depending on the support package that is selected</p> <p><input type="checkbox"/> Required to Meet Requirements</p>		<p>100,000 MAU (Monthly Active Users) per year</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>	<p><i>Year 1: \$20,027.48</i> <i>Year 2: \$20,027.48</i> <i>Year 3: \$20,027.48</i> <i>Year 4: \$20,027.48</i> <u><i>Year 5: \$20,027.48</i></u> TOTAL: \$100,137.38</p> <p><input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time</p>

B2B Integration	B2B Integration 200,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		200,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	<i>Year 1: \$32,043.96</i> <i>Year 2: \$32,043.96</i> <i>Year 3: \$32,043.96</i> <i>Year 4: \$32,043.96</i> <u><i>Year 5: \$32,043.96</i></u> TOTAL: \$160,219.80 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time
B2B Integration	B2B Integration 300,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		300,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	<i>Year 1: \$40,054.95</i> <i>Year 2: \$40,054.95</i> <i>Year 3: \$40,054.95</i> <i>Year 4: \$40,054.95</i> <u><i>Year 5: \$40,054.95</i></u> TOTAL: \$200,274.75 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time
B2B Integration	B2B Integration 500,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		500,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	<i>Year 1: \$53,046.60</i> <i>Year 2: \$53,046.60</i> <i>Year 3: \$53,046.60</i> <i>Year 4: \$53,046.60</i> <u><i>Year 5: \$53,046.60</i></u> TOTAL: \$265,233.00 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time
B2B Integration	B2B Integration 600,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		600,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	<i>Year 1: \$56,076.93</i> <i>Year 2: \$56,076.93</i> <i>Year 3: \$56,076.93</i> <i>Year 4: \$56,076.93</i> <u><i>Year 5: \$56,076.93</i></u> TOTAL: \$280,384.65 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time

B2B Integration	B2B Integration 720,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		720,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	Year 1: \$63,553.85 Year 2: \$63,553.85 Year 3: \$63,553.85 Year 4: \$63,553.85 Year 5: \$63,553.85 TOTAL: \$317,769.25 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time
B2B Integration	B2B Integration 900,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		900,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	Year 1: \$72,098.91 Year 2: \$72,098.91 Year 3: \$72,098.91 Year 4: \$72,098.91 Year 5: \$72,098.91 TOTAL: \$360,494.55 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time
B2B Integration	B2B Integration 1,100,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		1,100,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	Year 1: \$79,308.80 Year 2: \$79,308.80 Year 3: \$79,308.80 Year 4: \$79,308.80 Year 5: \$79,308.80 TOTAL: \$396,544.01 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time
B2B Integration	B2B Integration 1,300,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		1,300,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	Year 1: \$86,785.73 Year 2: \$86,785.73 Year 3: \$86,785.73 Year 4: \$86,785.73 Year 5: \$86,785.73 TOTAL: \$433,928.65 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time

B2B Integration	B2B Integration 1,600,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25%, depending on the support package that is selected <input type="checkbox"/> Required to Meet Requirements		1,600,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	Year 1: \$93,995.62 Year 2: \$93,995.62 Year 3: \$93,995.62 Year 4: \$93,995.62 Year 5: \$93,995.62 TOTAL: \$469,978.10 __X__ Recurring ___ One-Time
B2B Integration	B2B Integration 2,000,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25%, depending on the support package that is selected <input type="checkbox"/> Required to Meet Requirements		2,000,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	Year 1: \$106,813.20 Year 2: \$106,813.20 Year 3: \$106,813.20 Year 4: \$106,813.20 Year 5: \$106,813.20 TOTAL: \$534,066.00 __X__ Recurring ___ One-Time
Adaptive MFA	Adaptive MFA 20,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected <input type="checkbox"/> Required to Meet Requirements		20,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	Year 1: \$6,021.50 Year 2: \$6,021.50 Year 3: \$6,021.50 Year 4: \$6,021.50 Year 5: \$6,021.50 TOTAL: \$30,107.50 __X__ Recurring ___ One-Time
Adaptive MFA	Adaptive MFA 50,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25%, depending on the support package that is selected <input type="checkbox"/> Required to Meet Requirements		50,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	Year 1: \$7,168.46 Year 2: \$7,168.46 Year 3: \$7,168.46 Year 4: \$7,168.46 Year 5: \$7,168.46 TOTAL: \$35,842.30 __X__ Recurring ___ One-Time

Adaptive MFA	Adaptive MFA 100,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		100,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	Year 1: \$10,752.69 Year 2: \$10,752.69 Year 3: \$10,752.69 Year 4: \$10,752.69 Year 5: \$10,752.69 TOTAL: \$53,763.45 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time
Adaptive MFA	Adaptive MFA 200,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		200,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	Year 1: \$17,204.30 Year 2: \$17,204.30 Year 3: \$17,204.30 Year 4: \$17,204.30 Year 5: \$17,204.30 TOTAL: \$86,021.50 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time
Adaptive MFA	Adaptive MFA 300,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		300,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	Year 1: \$21,505.37 Year 2: \$21,505.37 Year 3: \$21,505.37 Year 4: \$21,505.37 Year 5: \$21,505.37 TOTAL: \$107,526.85 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time
Adaptive MFA	Adaptive MFA 500,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		500,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	Year 1: \$28,673.83 Year 2: \$28,673.83 Year 3: \$28,673.83 Year 4: \$28,673.83 Year 5: \$28,673.83 TOTAL: \$143,369.15 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time

Adaptive MFA	Adaptive MFA 600,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		600,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	<i>Year 1: \$30,107.52</i> <i>Year 2: \$30,107.52</i> <i>Year 3: \$30,107.52</i> <i>Year 4: \$30,107.52</i> <i>Year 5: \$30,107.52</i> TOTAL: \$150,537.60 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time
Adaptive MFA	Adaptive MFA 720,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		720,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	<i>Year 1: \$34,121.86</i> <i>Year 2: \$34,121.86</i> <i>Year 3: \$34,121.86</i> <i>Year 4: \$34,121.86</i> <i>Year 5: \$34,121.86</i> TOTAL: \$170,609.30 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time
Adaptive MFA	Adaptive MFA 900,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		900,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	<i>Year 1: \$38,709.67</i> <i>Year 2: \$38,709.67</i> <i>Year 3: \$38,709.67</i> <i>Year 4: \$38,709.67</i> <i>Year 5: \$38,709.67</i> TOTAL: \$193,548.35 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time
Adaptive MFA	Adaptive MFA 1,100,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6. **Support is 15%-25%, depending on the support package that is selected. <input type="checkbox"/> Required to Meet Requirements		1,100,000 MAU (Monthly Active Users) per year <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time	<i>Year 1: \$42,580.64</i> <i>Year 2: \$42,580.64</i> <i>Year 3: \$42,580.64</i> <i>Year 4: \$42,580.64</i> <i>Year 5: \$42,580.64</i> TOTAL: \$212,903.20 <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time

Adaptive MFA	<p>Adaptive MFA 1,300,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25% depending on the support package that is selected</p> <input type="checkbox"/> Required to Meet Requirements		1,300,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	<i>Year 1: \$46,594.97</i> <i>Year 2: \$46,594.97</i> <i>Year 3: \$46,594.97</i> <i>Year 4: \$46,594.97</i> <i>Year 5: \$46,594.97</i> TOTAL: \$232,974.85 ___X__ Recurring ___ One-Time
Adaptive MFA	<p>Adaptive MFA 1,600,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25% depending on the support package that is selected</p> <input type="checkbox"/> Required to Meet Requirements		1,600,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	<i>Year 1: \$50,465.94</i> <i>Year 2: \$50,465.94</i> <i>Year 3: \$50,465.94</i> <i>Year 4: \$50,465.94</i> <i>Year 5: \$50,465.94</i> TOTAL: \$252,329.70 ___X__ Recurring ___ One-Time
Adaptive MFA	<p>Adaptive MFA 2,000,000 MAU per Year **Please refer to Exhibit 6 – Okta Product License Reference Guide – page 6 **Support is 15%-25%, depending on the support package that is selected.</p> <input type="checkbox"/> Required to Meet Requirements		2,000,000 MAU (Monthly Active Users) per year __X__ Recurring ___ One-Time	<i>Year 1: \$57,347.66</i> <i>Year 2: \$57,347.66</i> <i>Year 3: \$57,347.66</i> <i>Year 4: \$57,347.66</i> <i>Year 5: \$57,347.66</i> TOTAL: \$286,738.30 ___X__ Recurring ___ One-Time
Sandbox / Test Environment / Q/A	<p>Sandbox / Test Environment / Q/A Preview Sandbox</p> <input type="checkbox"/> Required to Meet Requirements		__X__ Recurring ___ One-Time	<i>Year 1: \$0.00</i> <i>Year 2: \$0.00</i> <i>Year 3: \$0.00</i> <i>Year 4: \$0.00</i> <u><i>Year 5: \$0.00</i></u> TOTAL: \$0.00 ___X__ Recurring ___ One-Time

Exhibit B

Usage Report Template

VENDOR NAME:

USAGE REPORT TEMPLATE

Member Agency	Contract Term Dates	Date Purchase Agreement Executed	Date Order Fulfilled/ Invoice Generated	Order Details/ Products Purchased	Purchase Price: One- Time Fees	Purchase Price: Annual Fees	JPA Admin Fee (4% of purchase price)	Notes	New/Renewal
									<input type="checkbox"/> New customer <input type="checkbox"/> Existing customer new agreement <input type="checkbox"/> Existing customer renewal
									<input type="checkbox"/> New customer <input type="checkbox"/> Existing customer new agreement <input type="checkbox"/> Existing customer renewal
									<input type="checkbox"/> New customer <input type="checkbox"/> Existing customer new agreement <input type="checkbox"/> Existing customer renewal

Exhibit C – Okta, Inc. Master Subscription Agreement



OKTA, INC. MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("Agreement") is made and entered into by and between Okta, Inc. ("Okta"), a Delaware corporation with its offices at 100 First Street, San Francisco, CA 94105, and the company, government agency, or other legal entity executing or entering into an ordering document governed by this Agreement or to which this Agreement otherwise relates or is incorporated into by reference ("Customer"), as of the Effective Date (as defined below). Customer and Okta hereby agree as follows:

1. Service.

1.1. Okta's Obligations. Okta shall make the Service available to Customer pursuant to this Agreement and the applicable Order Form during the Term, and grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable (except as expressly permitted in Section 12.1) right during the Term to allow its Users to access and use the Service in accordance with the Documentation, solely for Customer's business purposes. Customer agrees that its purchase of the Service is not contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Okta with respect to future functionality or features. Okta will comply with all applicable Laws in its provision of the Service. Okta shall use commercially reasonable efforts to make the Service available to Customer 24 hours a day, 7 days a week, every day of each year (except for any unavailability caused by a Force Majeure event).

1.2. Customer's Obligations.

a) Customer is responsible for all activities conducted under its and its Users' logins to the Service. Customer shall use the Service in compliance with this Agreement, the applicable Order Forms, Documentation, and all applicable Laws and shall not: (i) copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Service, or any part thereof, or make it available to anyone other than its Users; (ii) send or store in the Service any personal health data, credit card data, personal financial data, pupil-generated content, or other such sensitive data which may be, without limitation, subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards, or California Education Code section 49073.1, (iii) send or store infringing or unlawful material in connection with the Service; (iv) send or store Malicious Code to the Service; (v) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Service or the data contained therein; (vi) modify, copy or create derivative works based on the Service, or any portion thereof; (vii) access the Service for the purpose of building a competitive product or service or copying its features or user interface; or (viii) delete, alter, add to or fail to reproduce in and on the Service the name of Okta and any copyright or other notices appearing in or on the Service or which may be required by Okta at any time. In addition, in the event a User or a User's parent or legal guardian seeks to exercise any individual rights (e.g., right to access, modify, delete ("Data Subject Rights")) as it relates to Customer Data of or relating to the particular User as an individual ("Data Subject Request"), Customer shall be solely responsible for responding to, addressing, processing, or otherwise completing or satisfying any such Data Subject Request, including but not limited to effectuating any legally required Data Subject Rights through the Service's existing features or functionality as described in the Documentation; Okta shall bear no responsibility or liability in connection with any such Data Subject Rights or Data Subject Request.

b) Any use of the Service in breach of this Agreement, Documentation or Order Forms, by Customer or Users that in Okta's judgment threatens the security, integrity or availability of the Service, may result in Okta's immediate suspension of Customer's access to the Service; however, Okta will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

1.3. Customer Affiliates. Customer Affiliates may purchase and use the Service subject to the terms of this Agreement by executing Order Forms hereunder that incorporate by reference the terms of this Agreement, and in each such case, all references in this Agreement to Customer shall be deemed to refer to such Customer Affiliate for purposes of such Order

Form(s). An Affiliate agrees to be bound by this Agreement.

2. Okta Partner Orders.

2.1. Pursuant to a separate agreement between Customer and an authorized Okta Partner (including the applicable ordering document between Customer and such Okta Partner, the "Partner Agreement"), Customer may procure from such Okta Partner certain products or services to be delivered by Okta. In such event, this Agreement specifies the terms and conditions under which such products or services will be provided by Okta, apart from price, payment and other terms specified in such separate Partner Agreement.

2.2. Notwithstanding anything to the contrary in this Agreement, if Customer acquires a subscription to the Service or obtains any professional services through an Okta Partner, then: (a) Customer shall pay the Okta Partner all applicable fees in accordance with the Partner Agreement; (b) the Partner Agreement is between Customer and the Okta Partner and is not binding on Okta, and any disputes related to the Partner Agreement shall be handled directly between Customer and the Okta Partner; (c) Customer understands and agrees that certain products or services are subject to additional terms available at <https://www.okta.com/agreements> (or its successor site) that may be applicable if purchased by Customer; and (d) any claims for refunds hereunder, shall be submitted by Customer to the Okta Partner. In the event of any conflict between this Agreement and a Partner Agreement, this Agreement shall govern as between Okta and Customer.

3. Security and Support.

3.1. Security. Okta shall maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Service and the Customer Data as described in the applicable Okta Documentation. Okta will conform with security protocols which are further described in Okta's most recently completed Service Organization Control 2 (SOC 2) audit reports or other similar independent third party annual audit report ("Audit Report"). Upon Customer's request, Okta shall provide Customer with a copy of Okta's then-current Audit Report. During the Term, Okta shall not materially diminish the protections provided by the controls set forth in Okta's then-current Audit Report. Except with respect to a Free Trial Service, in order to facilitate Customer's compliance with federal and state laws regarding student data, including FERPA 20 (U.S.C. 1232g (34 CFR Part 99) and California state law including California Education Code section 49073.1, to the extent that Okta processes any Personal Data (as defined in the DPA) on Customer's behalf in the provision of the Service, the addendum at <https://www.okta.com/trustandcompliance> ("DPA") as may be updated by Okta if required by applicable Law, is hereby incorporated by reference, and shall apply and the parties agree to comply with such terms. For purposes of the Standard Contractual Clauses attached to the DPA, when and as applicable, Customer and its applicable Affiliates are each the data exporter, and Customer's signing of or entering into this Agreement, and an applicable Affiliate's signing of or entering into an Order Form, shall be treated as signing of the Standard Contractual Clauses and their Appendices.

3.2. Support Services. During the Term, Okta shall provide Support Services to Customer in accordance with Okta's then-current support policy, and as identified in an Order Form. In the event that the level of support is not identified in the Order Form, Customer shall receive a "basic" level of support that is included in the Service at no additional cost. Any updates or modifications to the Support Services will not materially diminish Okta's responsibilities under the support policy during the Term.

4. Confidentiality. Each party agrees to protect the Confidential Information (as defined below) 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: (i) disclose or use any Confidential Information of the other party for any purpose outside the scope of this Agreement, except with the disclosing party's prior written permission and (ii) disclose or make the other party's Confidential Information available to any party, except those of its employees, contractors, and agents 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) were 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 subject to legal process, or applicable law, requiring the disclosure of Confidential Information of the other party, it shall provide prior notice of such legal process (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 can 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.

5. Ownership, Feedback, and Statistical Usage Data.

5.1. Customer Data. As between Okta and Customer, Customer owns its Customer Data. Customer grants to Okta, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit and display Customer Data, as reasonably necessary for Okta to provide the Service in accordance with this Agreement. Subject to the limited licenses granted herein, Okta acquires no right, title or interest in any Customer Data. Customer shall be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data.

5.2. Okta Ownership of the Service. Except for the rights expressly granted under this Agreement, Okta and its licensors retain all right, title, and interest in and to the Service, Documentation, including all related intellectual property rights inherent therein. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement.

5.3. Feedback. Okta shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into its products and services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the features, functionality or operation of the Service, ("Feedback"). Okta shall have no obligation to use Feedback, and Customer shall have no obligation to provide Feedback.

5.4. Statistical Usage Data. Okta owns the statistical usage data derived from the operation of the Service, including data regarding web applications utilized in connection with the Service, configurations, log data, and the performance results for the Service ("Usage Data"). Nothing herein shall be construed as prohibiting Okta from utilizing the Usage Data for purposes of operating Okta's business; provided that the Usage Data shall be de-identified and presented in the aggregate so that it will not disclose the identity of Customer or any User(s) to any third party.

6. Fees, Expenses, and Taxes.

6.1. Fees. Customer agrees to pay Okta all fees set forth in the applicable Order Form ("Fees") in accordance with this Agreement and the Order Form. If not otherwise specified on an Order Form, all such Fees (except Fees subject to a good faith dispute) will be due within thirty (30) days of date of invoice. Except as otherwise specifically provided in this Agreement, all Fees paid and payable to Okta hereunder are non-cancelable and non-refundable. All Fees are based on access rights acquired and not actual usage. If Customer fails to pay any amounts due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of law, (i) Okta reserves the right to suspend the Service upon thirty (30) days written notice, until such amounts are paid in full, and (ii) Okta will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable Law until Customer pays all amounts due; provided that Okta will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue.

6.2. Taxes. Fees do not include and may not be reduced to account for any taxes including any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder (excluding taxes based on Okta's net income or property) unless Customer provides Okta with a valid tax exemption certificate authorized by the appropriate taxing authority.

7. Warranties and Disclaimer.

7.1. Warranties.

a) Service. Each party warrants that it has the authority to enter into this Agreement. Okta warrants that during the Term: (i) the Service shall perform materially in accordance with the applicable Documentation, (ii) Okta will employ then-current, industry-standard measures to test the Service to detect and remediate Malicious Code designed to negatively impact the operation or performance of the Service, and (iii) the overall functionality of the Service will not be materially decreased as described in the applicable Documentation. Okta shall use commercially reasonable efforts to correct the non-conforming Service at no additional charge to Customer, and in the event Okta fails to successfully correct the Service within a reasonable time of receipt of written notice from Customer detailing the breach, then Customer shall be entitled to terminate the applicable Service and receive an immediate pro-rata refund of any prepaid, unused Fees for the non-conforming Service. The remedies set forth in this subsection will be Customer's sole remedy and Okta's entire liability for breach of these warranties unless the breach of warranties constitutes a material breach of this Agreement and Customer elects to terminate

this Agreement in accordance with Section 11.2 entitled "Termination." The warranties set forth in this subsection shall apply only if the applicable Service has been utilized in accordance with the Documentation, this Agreement and applicable Law.

7.2. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH UNDER SECTION 7.1(A), OKTA AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES RELATING TO THE SERVICE, OR OTHER SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED. OKTA MAKES NO WARRANTY REGARDING ANY NON-OKTA APPLICATION WITH WHICH THE SERVICE MAY INTEROPERATE.

8. Limitation of Liability.

8.1. IN NO EVENT WILL EITHER PARTY (OR OKTA'S THIRD PARTY LICENSORS) BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR (A) ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, RIGHTS, OR TECHNOLOGY, (C) ANY LOST PROFITS OR REVENUES, OR (D) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICE GIVING RISE TO THE LIABILITY IN THE TWELVE-MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION SHALL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND CUSTOMER'S AFFILIATES' PAYMENT OBLIGATIONS UNDER THE 'FEES' SECTION ABOVE.

9. Indemnification.

9.1. Okta Indemnification Obligation. Subject to Section 9.3, Okta will defend Customer from any and all claims, demands, suits or proceedings ("Claims") brought against Customer by a third party alleging that the Service, as provided by Okta to Customer under this Agreement infringes any patent, copyright, or trademark or misappropriates any trade secret of any third party (each, an "Infringement Claim"). Okta will indemnify Customer for all damages, costs, reasonable attorneys' fees finally awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by Okta, in connection with an Infringement Claim. In the event of any such Infringement Claim, Okta may, at its option: (i) obtain the right to permit Customer to continue using the Service, (ii) modify or replace the relevant portion(s) of the Service with a non-infringing alternative having substantially equivalent performance within a reasonable period of time, or (iii) terminate this Agreement as to the infringing Service and provide a pro rata refund of any prepaid, unused Fees for such infringing Service. Notwithstanding the foregoing, Okta will have no liability for any Infringement Claim of any kind to the extent that it results from: (1) modifications to the Service made by a party other than Okta, (2) the combination of the Service with other products, processes or technologies (where the infringement would have been avoided but for such combination), or (3) Customer's use of the Service other than in accordance with the Documentation or this Agreement. The indemnification obligations set forth in this Section 9.1 are Okta's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third party intellectual property rights of any kind.

9.2. Customer Indemnification Obligation. Subject to Section 9.3, Customer will defend Okta from any and all Claims brought against Okta by a third party alleging a violation of a third party's rights arising from Customer's provision or use of the Customer Data. Customer will indemnify Okta for all damages, costs, reasonable attorneys' fees finally awarded by a court of competent jurisdiction or paid to a third party in accordance with a settlement agreement signed by Customer, in connection with such Claims.

9.3. Indemnity Requirements. The party seeking indemnity under this Section 9 ("Indemnitee") must give the other

party ("Indemnitor") the following: (a) prompt written notice of any Claim for which the Indemnitee intends to seek indemnity, (b) all cooperation and assistance reasonably requested by the Indemnitor in the defense of the Claim, at the Indemnitor's sole expense, and (c) sole control over the defense and settlement of the Claim, provided that the Indemnitee may participate in the defense of the Claim at its sole expense.

10. Customer Mention. Okta may, upon Customer's prior written consent, use Customer's name to identify Customer as an Okta customer of the Service, including on Okta's public website. Okta agrees that any such use shall be subject to Okta complying with any written guidelines that Customer may deliver to Okta regarding the use of its name and shall not be deemed Customer's endorsement of the Service.

11. Term, Termination, and Effect of Termination.

11.1. Term. The term of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms have expired or have otherwise been terminated. Subscriptions to the Service commence on the subscription start date, and are for a period, as set forth in the applicable Order Form ("Term"). Except as otherwise specified in an Order Form, subscriptions shall not automatically renew.

11.2. Termination. Either party may terminate this Agreement by written notice to the other party in the event that (i) such other party materially breaches this Agreement and does not cure such breach within thirty (30) days of such notice, or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer pursuant to this Section 11.2, Okta will refund Customer a pro-rata portion of any prepaid fees that cover the remainder of the applicable Term after the effective date of termination.

11.3. Effect of Termination. Upon termination of this Agreement for any reason, all rights and subscriptions granted to Customer including all Order Forms will immediately terminate and Customer will cease using the Service (except as otherwise permitted in the "Retrieval of Customer Data" section of the 'Trust and Compliance' Documentation) and Okta Confidential Information. Termination for any reason other than termination for cause by Customer pursuant to Section 11.2(i) shall not relieve Customer of the obligation to pay all future amounts due under all Order Forms. The sections titled "Definitions," "Confidentiality," "Ownership, Feedback, and Statistical Usage Data," "Fees, Expenses and Taxes," "Disclaimer," "Limitation of Liability," "Indemnification," "Term, Termination, and Effect of Termination," and "General" shall survive any termination or expiration of this Agreement.

12. General

12.1. Assignment. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Customer 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 (including all Order Forms), 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 all fees owed and due have been paid and the assignee agrees to be bound by all the terms of this Agreement.

12.2. Controlling Law, Attorneys' Fees and Severability. This Agreement and any disputes arising out of or related hereto shall be governed by the laws of the State of California, without giving effect to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. With respect to all disputes arising out of or related to this Agreement, the parties consent to exclusive jurisdiction and venue in the state and Federal courts located in San Francisco, California. In any action to enforce this Agreement the prevailing party shall be responsible for its own attorney's fees and costs. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

12.3. Notices. All legal notices hereunder shall be in writing to the addresses provided above and given upon (i) personal delivery, in which case notice shall be deemed given on the day of such hand delivery, or (ii) by overnight courier, in which case notice shall be deemed given one (1) business day after deposit with a recognized courier for U.S. deliveries (or three (3) business days for international deliveries).

12.4. Force Majeure. 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.

12.5. Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein shall constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose. There are no third-party beneficiaries under this Agreement.

12.6. 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 Customer will not access or use the Service in any manner that would cause any party to violate any U.S. or international embargo, export control law, or prohibition.

12.7. Government End User. If Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that elements of the Service constitute software and documentation and are provided as "Commercial Items" as defined in 48 C.F.R. 2.101 and are being licensed to U.S. government Customer as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101, 12.211 and 12.212. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of the Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors. This U.S. Government End User Section 12.8 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.

12.8. Anti-Corruption. Customer 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 Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Okta.

12.9. Free Trials. If Customer uses a Free Trial Service, Okta will make such Free Trial Service available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the free trial period for which Customer agreed to use such Free Trial Service, (b) the start date of any Service subscription purchased by Customer for such Service, or (c) termination of the Free Trial Service by Okta in its sole discretion. A free trial period may be extended upon mutual agreement by Okta and Customer. Notwithstanding anything to the contrary in this Agreement, a Free Trial Service is provided "AS IS." OKTA MAKES NO REPRESENTATION OR WARRANTY AND SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO A FREE TRIAL SERVICE. OKTA SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO A FREE TRIAL SERVICE, UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE OKTA'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A FREE TRIAL SERVICE IS US\$1,000. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 8 ("LIMITATION OF LIABILITY"), CUSTOMER SHALL NOT USE THE FREE TRIAL SERVICE IN A MANNER THAT VIOLATES APPLICABLE LAWS AND WILL BE FULLY LIABLE FOR ANY DAMAGES CAUSED BY ITS USE OF A FREE TRIAL SERVICE. ANY DATA AND CONFIGURATIONS ENTERED INTO CUSTOMER'S FREE TRIAL SERVICE ACCOUNT MAY BE PERMANENTLY LOST UPON TERMINATION OF THE FREE TRIAL SERVICE.

12.10. Insurance Coverage. Okta shall maintain the following insurance policies with coverage limits no less than those stated below and shall, upon request of Customer, provide certificates of insurance evidencing any or all of the following coverages:

- A. Commercial General Liability ("CGL") Insurance, which shall be primary to and non-contributory with insurance maintained by Customer only to the extent of liabilities falling within Okta's indemnity obligations pursuant to the terms of this Agreement, in an amount of not less than \$1,000,000 per occurrence, subject to a \$2,000,000 aggregate covering bodily injury (including death), personal injury, and property damage;
- B. Workers' Compensation and Employer's Liability Insurance. The Workers' Compensation limits shall be statutory. The Employer's Liability limits shall be not less than \$1,000,000 per employee per accident, and \$1,000,000 aggregate policy limit;

- C. Commercial Automobile Liability Insurance in an amount of not less than \$1,000,000 combined single limit covering bodily injury (including death) and property damage for all hired, and non-owned vehicles used by Okta;
- D. Umbrella Liability Insurance in excess of the coverages in subsections (a), (b) and (c) above in an amount of not less than \$4,000,000;
- E. Errors and Omissions Liability/Cyber Liability including data privacy and security coverage covering negligent acts and omissions in connection with the Service, as defined in the Agreement, in an amount not less than \$5,000,000 per claim, and \$5,000,000 aggregate limit.

All of the foregoing policies shall be issued by insurance companies having an AM Best Rating of A-VII or better.

12.11. Entire Agreement. This Agreement together with the Order Form(s) 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 canceled. The parties agree that any term or condition stated in Customer's purchase order or in any other of Customer's order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form between Okta and Customer, (2) this Agreement, and (3) the Documentation. No modification, amendment or waiver of any provision of this Agreement 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.

13. Definitions.

13.1. "Affiliate" means, with respect to Okta or Customer, any entity that directly or indirectly controls, is controlled by, or is under common control with Okta or Customer, 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.

13.2. "Free Trial Service" means any Okta service or functionality that Okta makes available to Customer to try at Customer's option, at no additional charge, and which is clearly designated as "beta," "trial," "pre-GA," "pilot," "developer preview," "free trial," "evaluation," or by a similar designation.

13.3. "Confidential Information" means (a) Customer Data; (b) the Service, Documentation and the terms and conditions of this Agreement and all Order Forms including pricing; and (c) 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, penetration test results and other security information, defect and support information and metrics, and third party audit reports and attestations) 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.

13.4. "Customer Data" means all electronic data submitted by or on behalf of Customer to the Service.

13.5. "Documentation" means Okta's user guides and other end user documentation for the applicable Service available on the online help feature of the Service, as may be updated by Okta from time to time including without limitation the materials available at <https://support.okta.com>, and the "Trust and Compliance" Documentation available at <https://www.okta.com/trustandcompliance>.

13.6. "Effective Date" means the last date this Agreement is executed, upon executing an Order Form, by accessing or using the Service in any manner or by clicking "Accept and Get Started" (or a similar button or checkbox) for use of a Free Trial Service.

13.7. "Laws" means any local, state, or national law, treaties and/or regulations applicable to a respective party.

13.8. "Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

13.9. "Non-Okta Application" means a web-based, offline, mobile, or other software application functionality that is

provided by Customer or a third party and interoperates with a Service.

13.10. "Okta Partner" means authorized reseller, distributor or other partner of Okta.

13.11. "Order Form" means an ordering document provided to Customer that specifies the products or services purchased by Customer or any of their Affiliates under this Agreement, including any supplements or addenda thereto. Order Forms do not include the terms of any preprinted terms on a Customer purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.

13.12. "Service" means the products and services subscribed to by Customer under an Order Form and provided by Okta as described in the Documentation. "Service" excludes Free Trial Service, and Non-Okta Applications.

13.13. "Support Services" means the support services provided by Okta in accordance with Okta's then-current support policy and as identified in an Order Form.

13.14. "Term" has the meaning set forth in Section 11.1.

13.15. "Users" means individuals (including non-human devices, such as applications or services) who are authorized by Customer to use the Service, for whom a subscription to the Service has been procured. Users may include, for example, Customer's and its Affiliates' employees, consultants, clients, external users, contractors, agents, and third parties with which Customer does business.

830-1/6182898.1

Appendix A

ED TECH JPA PURCHASE AGREEMENT: RFP No. 20/21-01 Identity Management Solution

This Purchase Agreement (this "PA") is made as of **DATE** (the "Effective Date"), by and between the **[INSERT ASSOCIATE MEMBER]** ("PARTICIPANT") and SHI International Corp. ("VENDOR").

BACKGROUND

A. Education Technology JPA ("ED TECH JPA") is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. ED TECH JPA aggregates purchasing power and expertise for its Associate Members across California.

B. ED TECH JPA establishes its contracts for products and services through the following process:

1. On September 15, 2020 ED TECH JPA issued a Request for Proposal for identity management solutions (the "RFP") on behalf of ED TECH JPA members. ED TECH JPA invited qualified vendors to submit pricing products and services in response to the RFP.

2. ED TECH JPA published the RFP on its Website and in a local periodical.

3. ED TECH JPA received one or more responses to the RFP. ED TECH JPA evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.

4. ED TECH JPA selected VENDOR for an award under the RFP for Request for Proposal for Products and Services (as defined in the MA) and thereafter entered into a Master Agreement (MA) to establish the terms by which Associate Members of the ED TECH JPA may purchase Products and Services from Vendor. The RFP, Vendor's proposal in response to the RFP, and the Master Agreement are hereby incorporated herein by this reference. The Vendor here is a reseller of Products provided by Okta, Inc. ("Okta") and will be processing purchase orders for the delivery of Okta's Products. Vendor will also be providing supplementary and associated Services, primarily associated with the implementation of Okta Products.

C. A California public entity using the ED TECH JPA RFP to buy Products or Services is a "Participant" or "Participating Associate Member".

D. PARTICIPANT has completed its own due diligence regarding the suitability of VENDOR and Products and Services for Participant's needs.

E. The parties are entering this PA to establish the terms and conditions of the purchase by Associate Member pursuant to that Master Agreement.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows

1. PARTICIPATION IN MASTER AGREEMENT

This PA is subject to the terms of the RFP and the corresponding MA between ED TECH JPA and VENDOR, which are incorporated herein by this reference. VENDOR and PARTICIPANT agree (a to the terms and conditions of the RFP and the MA covering the requested Products and Services, (b any additions or deletions to Products listed on this PA shall be promptly executed through an amendment to this PA, signed by VENDOR and PARTICIPANT. In the case of any conflict between the terms of the RFP and the corresponding MA, the corresponding MA shall govern.

VENDOR agrees as follows:

Vendor acknowledges that each PARTICIPANT is responsible for (a completing their own due diligence regarding the suitability of VENDOR, (b prior to executing a Purchase Agreement, Associate Members will work with a VENDOR representative to establish an Implementation Plan with the Participating Associate Member, as further described in Section 2.3 of the RFP and as mutually agreed to between Vendor and an Associate Member as set forth in a Statement of Work ("SOW" executed hereunder, and (c an Associate Member is not bound to a purchase until it has obtained approval from its Board and executed this Purchase Agreement with the VENDOR for the product. VENDOR further acknowledges and agrees (c by entering into one or more Purchase Agreements with PARTICIPANT, VENDOR is has agreed to the delivery terms for Products as established in the Implementation Plan and VENDOR will faithfully carry out timely implementation of the Products with PARTICIPANT. Order details, including any additional Services, and the parties' Implementation Plan as set forth in a SOW executed hereunder are attached hereto as Exhibit A.

PARTICIPANT agrees as follows:

PARTICIPANT acknowledges and agrees that (a it has performed its own due diligence in selecting the VENDOR's Product and its suitability to Participant's needs, including using price as a significant factor, (b VENDOR has provided a suitable Implementation Plan to Participant outlining all necessary dates and Participant needs, and (c it will pay the costs as quoted by VENDOR in the RFP and the MA.

2. DIRECT SERVICES BY VENDOR

Vendor shall be acting as a reseller of Okta's Products. If Vendor performs any Services, such Services shall be directly pursuant to an SOW. As it pertains to those Services all applicable sections of this Purchase and Master Agreement shall apply.

3. COMPLIANCE WITH APPLICABLE LAW

VENDOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to VENDOR, VENDOR's business, the resale of the Products, the performance of Services, equipment and personnel engaged in Services covered by this PA or accruing out of the performance of such Services. If VENDOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, VENDOR shall bear all costs. As it relates to Products, Okta's duties and obligations

as it relates to compliance with applicable laws are set forth in the Okta Master Subscription Agreement ("Okta MSA"), which is attached to the MA.

4. DATA PRIVACY

VENDOR agrees that all Services performed by it are fully compliant with all applicable requirements including all state and federal laws.

5. PERMITS/LICENSES

VENDOR and all VENDOR's employees or agents shall secure and maintain in force such permits, and licenses as are required by law in connection with the resale of Products pursuant to this PA.

6. INSURANCE

VENDOR shall insure VENDOR's activities in connection with its Services under this PA and agrees to carry insurance as specified in the RFP to ensure VENDOR's ability to adhere to the indemnification requirements under this PA.

7. PRODUCT ADDITIONS/DELETIONS

VENDOR may add or delete Products introduced or removed from the market by the manufacturer under the following conditions:

- A) Deleted Products has been discontinued and is no longer available from the manufacturer.
- B) Added Products are either a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements, or Added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Education Intelligence and Analytics solution proposed by VENDOR but which were not specifically listed in the Vendor's response to the RFP.
- C) Parties have executed an Amendment to the Master Agreement and ED TECH JPA has ratified a mutually executed amendment to the Master Agreement.

8. INVOICING FOR SERVICES

The RFP Number and Name shall appear on each purchase order and invoices for all purchases placed under this Purchase Agreement. Unless otherwise agreed upon by both parties in writing, signing an acceptance certificate constitutes acceptance of the Services and allows VENDOR to invoice for the Services. Participant shall thereafter be invoiced by VENDOR. ED TECH JPA does not guarantee timely payment. The Purchase Agreement is between VENDOR and PARTICIPANT.

9. CONTRACT MANAGEMENT

- A. The primary VENDOR contract manager for this Purchase Agreement shall be as follows:
SHI International Corp.
Attn: Rennie Nicholson
290 Davidson Avenue
Somerset, NJ 08873
Rennie_Nicholson@SHI.com
619-204-6097

B. The primary Participant contract manager for this Purchase Agreement shall be as follows:

Name:

Attn:

Address:

Email:

Phone:

C. The primary ED TECH JPA contract manager for this Purchase Agreement shall be as follows:

Education Technology JPA

Attn: Michelle Bennett

5050 Barranca Parkway

Irvine, CA 92604

MichelleBennett@iusd.org

949-936-5022

D. Should the contract administrator information change, the changing party will provide written notice to the affected parties with the updated information no later than ten (10) business days after the change.

10. INDEMNIFICATION

(a) VENDOR will defend, indemnify and hold harmless Participating Associate Members and ED TECH JPA and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the Services infringe or misappropriates the proprietary or intellectual property rights of such third party, except to the extent that such infringement results from (A) PARTICIPANT's misuse of the Services, (B) modifications to the Services, or (C) PARTICIPANT continuing the allegedly infringing activity after VENDOR has provided PARTICIPANT with modifications that would have avoided the alleged infringement; (ii) that results from the negligence or intentional misconduct of VENDOR or its employees or agents. If the Services becomes or, in VENDOR's opinion, is reasonably likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section 10, VENDOR, or its designee, may, at its option, (i) procure for PARTICIPANT the right to continue using the Services, (ii) replace or modify the Services so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to VENDOR, then (iii) terminate this Agreement as to the infringing Services. VENDOR agrees to notify ED TECH JPA and Participating Associate Member in the event of any claim against VENDOR alleging intellectual property infringement regarding Services listed in the RFP. VENDOR agrees to notify ED TECH JPA of any claims against VENDOR by any Participating Associate Member. As it relates to Products, Okta's Product-related indemnification obligations are set forth in Section 9 (Indemnification) of the Okta MSA, which is attached to the MA.

(b) By PARTICIPANT. To the extent permitted under applicable law, PARTICIPANT agrees to defend, indemnify and hold harmless VENDOR and ED TECH JPA and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of PARTICIPANT or its employees or agents or (ii) any breach of any of the representations, warranties or covenants contained herein by PARTICIPANT.

(c) **DISCLAIMER OF LIABILITY.** ED TECH JPA does not provide assurance or warranty to VENDOR or PARTICIPANT with respect to issues arising under this PA, including Participant's payments to VENDOR. ED TECH JPA will not represent VENDOR or PARTICIPANT in the resolution of disputes arising under this PA.

11. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY PARTICIPANT TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. ARISING FROM THE RECKLESS OR INTENTIONAL CONDUCT OF THE OTHER PARTY

12. ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this PA, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

13. SEVERABILITY

If any provision of this PA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this PA will be affected by such holding, and all of the remaining provisions of this PA will continue in full force and effect.

14. ASSIGNMENT

Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Orders Forms and SOWs), without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns. An "Affiliate" for

purposes of this Section 12 shall mean any entity which directly controls, is under common control with, or is directly or indirectly controlled by the party seeking to assign its rights and obligations hereunder.

15. DEFAULTS

If VENDOR defaults in its obligations under this PA, and if such default is not cured within 30 days after notice of the default from PARTICIPANT to VENDOR, then PARTICIPANT may pursue any available remedies against VENDOR, including but not limited to termination of this PA.

16. FORCE MAJEURE

Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting PARTICIPANT, VENDOR or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. In the event the Services or Products supplied by Vendor are delayed for more than three months, Participant may cancel this Agreement and shall receive a refund for Services not yet performed by Vendor. The party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules, and resuming operations as soon as the event causing the failure or delay has ceased. VENDOR shall notify PARTICIPANT promptly of any such delay and shall specify the effect on the product as soon as practical.

17. GOVERNING LAW AND VENUE

THIS PA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS IN THE COUNTY WHERE PARTICIPANT IS LOCATED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS PA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18. PROVISIONS REQUIRED BY LAW: VENDOR acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state, and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this PA. These provisions of law and any clause required by law that is associated with this transaction will be read and enforced as though it were included herein.

19. NOTICES

All notices under this PA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, (d) when emailed to the receiving party at the receiving party's assigned email address with delivery receipt requested, upon electronic confirmation the transmission has been delivered, or (e) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly

addressed to the addresses set forth on the signature page to this PA, or at such other addresses as either party may subsequently designate by notice.

20. COUNTERPARTS

This PA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the PA, and the PA shall not be binding on any party until all Parties have signed it.

21. AUTHORIZED SIGNATURE

The individual signing this PA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the PA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

22. TERM & TERMINATION

The term of this PA (the "Term") shall commence on the Effective Date and shall expire after a period of **NUMBER (#)** years. The parties understand that PARTICIPANTS ordering Products and Services pursuant to the Master Agreement may extend for multiple years after the Term of the Master Agreement. The expiration or termination of the Master Agreement shall not affect VENDOR's obligation to deliver Products or Services as ordered by PARTICIPANTS pursuant to this PA.

23. TERMINATION OF CONTRACT

Without limiting any rights or remedies which PARTICIPANT may have in the event of any default by VENDOR, PARTICIPANT shall have the right, upon fifteen (15) days' prior written notice to VENDOR, to terminate this PA at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to VENDOR other than payment of charges for the value of work performed, and for necessary expenditures which can be established by VENDOR as having been reasonably incurred prior to the time that notice of termination is given. In no event shall the termination charges exceed the purchase price of the equipment/services. In the event of any termination, PARTICIPANT shall be entitled to all materials, work in process, and completed work included as value of work performed and necessary expenditures in determining the charges referred to above and paid by PARTICIPANT. VENDOR agrees to allow mutual contract termination in whole or in part, if PARTICIPANT does not allocate funding for the continuation of this contract or any portion thereof. In the event of termination due to non-allocation of funds, both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.

24. SURVIVAL

The parties' respective obligations under the following sections of this PA shall survive any termination of this PA. Sections 6 through 12, covering Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

25. EXHIBITS

This PA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

26. **ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.** This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in VENDOR's Proposal, an invoice, or in any other documentation, will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) any exhibit, schedule, or addendum to this Agreement and (2) the body of this Agreement.

27. **ADDITIONAL INSURED ENDORSEMENT LANGUAGE**

Any general liability policy provided by VENDOR hereunder shall contain an endorsement which applies its coverage to PARTICIPANT, members of PARTICIPANTS's board of trustees, and the officers, agents, employees, and volunteers of PARTICIPANT, individually and collectively, as additional insureds.

"[Participating Associate Member Name], its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory per written contract with respect to the terms of the General Liability policy."

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the Effective Date.

PARTICIPANT/ASSOCIATE MEMBER

VENDOR

By:

Its:

Date

By:

Its:

Date

Exhibit A
Order Information and Implementation Plan

830-1/6182688.1

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SHI International Corp.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 290 Davidson Avenue		Requester's name and address (optional)
6 City, state, and ZIP code Somerset, NJ 08873			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
2	2		-	3	0	0	9	6	4	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	DocuSigned by: <i>Akif Nizam</i>	Date ▶	11/21/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC One Executive Drive Somerset, NJ 08873	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: somersetclsupport@mma-ne.com														
INSURED SHI International Corp. 290 Davidson Avenue Somerset, NJ 08873	INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th></th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : American Casualty Company of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER D : Continental Insurance Co of NJ</td> <td>42625</td> </tr> <tr> <td>INSURER E : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		NAIC #	INSURER A : National Fire Insurance Co of Hartford	20478	INSURER B : Continental Insurance Company	35289	INSURER C : American Casualty Company of Reading PA	20427	INSURER D : Continental Insurance Co of NJ	42625	INSURER E : National Fire Insurance Co of Hartford	20478	INSURER F :	
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INSURER D : Continental Insurance Co of NJ	42625														
INSURER E : National Fire Insurance Co of Hartford	20478														
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 2 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6050250197	09/30/2021	09/30/2022	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6050291509	09/30/2021	09/30/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000			6081819517	09/30/2021	09/30/2022	EACH OCCURRENCE	\$15,000,000
							AGGREGATE	\$15,000,000
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			650251110	09/30/2021	09/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Error & Omissions			596831142	09/30/2021	09/30/2022	\$6,000,000 Occ/Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES

Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are included as Additional Insured when required by written contract, agreement or permit, but only with respect to the General Liability insurance and subject to the provisions and limitations of the policy. General Liability is written on a primary and non-contributory basis when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.

CERTIFICATE HOLDER Irvine Unified School District Attn: Risk Management 5050 Barranca Parkway Irvine, CA 92604	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**Irvine Unified School District
Risk Management & Insurance**

**CONTRACTOR’S REQUEST FOR WAIVER/REDUCTION OF
INSURANCE REQUIREMENTS**

Contractor requests waiver or reduction of the following insurance requirements for the Agreement, Contract, or Memorandum of Understanding dated December 15, 2021 with the Irvine Unified School District (“District”), for the reasons stated:

1. General Liability Insurance. Contractor certifies the products and/or services provided under the current Agreement, Contract, or Memorandum of Understanding would not create a foreseeable liability exposure for the District due to the following reason(s):

2. Excess Liability Insurance. Contractor certifies the products and/or services provided under the current Agreement, Contract, or Memorandum of Understanding would not create a foreseeable liability exposure for the District due to the following reason(s):

3. X Abuse and Molestation Insurance (if not included in GL/Excess liability insurance). Contractor certifies they will not have one-on-one contact with students or be left alone on District premises during normal school hours in the performance of the Agreement, Contract, or Memorandum of Understanding.

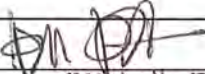
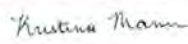
4. Automobile Liability Insurance. Contractor certifies it will not be using a motor vehicle in the performance of the Agreement, Contract, or Memorandum of Understanding. If a vehicle is used, Contractor certifies it will only be used for personal transportation to and from meetings or service calls on District sites; that it will not be transporting District students or employees; that it will not be driven off paved parking areas on sites; and that Contractor maintains the mandatory minimum California liability coverage on the vehicle.

5. Workers Compensation/Employer’s Liability. Contractor certifies it has no employees.

6. Professional Liability Insurance. Contractor certifies it will not be providing professional services, including accounting, auditing, architectural, engineering, legal, surveying, financial, or construction management.

7. Other Insurance. (Explain for waiver or reduction of required level of coverage in detail.)

Whether or not a waiver is granted, Contractor understands and agrees to defend, indemnify, and hold harmless the Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers from and against any and all liability, claims, debts, damages, demands, suits, actions, or causes of action of whatsoever kind or nature arising out of or in any manner connected with the performance by Contractor of any of the services hereunder.

Signature of District Requestor:	
Print Name of District Requestor:	<u>Mitchell Bennett</u> Date: <u>1.6.22</u>
Signature of Contractor:	
Print Name of Contractor:	<u>Kristina Mann</u> Date: <u>12/17/21</u>
Company Name:	<u>SHI International Corp.</u>
Type/Location of Service:	<u>Identity Management</u>
Date(s) of Service:	<u>1.19.22-1.18.27</u>



Irvine Unified School District


CONTRACTOR'S REQUEST FOR WAIVER/REDUCTION OF INSURANCE REQUIREMENTS

Contractor's Name: SHI International Corp.
Type of Service: _____

FOR DISTRICT USE ONLY

		<u>Waiver Request</u>		
1.	General Liability	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
2.	Excess Liability	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
3.	Abuse and Molestation	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied
4.	Automobile Liability	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
5.	Workers' Compensation	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
6.	Professional Liability	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
7.	Other: _____		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied

District Representative Name (Print): Stephen B. Bayne, Ed.D. Director, Risk Management

District Representative Signature:  Date: 01/06/2022

Comments:

Whether or not a waiver is granted, the Contractor understands that any insurance requirements that may be waived by the Irvine Unified School District (District) does not limit the individual or company's responsibility and/or insurance provider's responsibility (if applicable in the insurance policy to extend coverage) to defend, indemnify, and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from and against any and all liability, claims, debts, damages, demands, suits, actions, or causes of action of whatsoever kind or nature arising out of or in any manner connected with the performance by Contractor of any of the services hereunder.