

Addendum to Master Subscription Agreement

This Addendum (“Addendum”) forms part of the Master Subscription Agreement, available at <https://www.okta.com/agreements/>, and incorporated herein by reference, between Okta, Inc. (“Okta”) and Customer for the purchase of Okta’s identity and access management products and services (the “Agreement”). To the extent of any conflict or inconsistency between the terms of this Addendum and the Master Subscription Agreement, the terms of this Addendum shall control. Any capitalized terms used in this Addendum that are not defined herein shall have the defined meaning given to them in the Master Subscription Agreement.

1. **Acknowledgement.** OKTA acknowledges that Broome Tioga BOCES (Customer) is a public education governmental unit pursuant to the laws of the State of New York.
2. **Compliance with NY ED Law-2d.** Okta shall comply with all applicable Laws in its provision of the Service under this Agreement, including New York State Education Law § 2-d (“NY EDL § 2-d”) as applicable.
3. **Ownership of Customer Data.** As between Okta and Customer, Customer owns its Customer Data as described in the Agreement, including any Customer Data subject to the requirements of NY EDL § 2-d (“Covered Customer Data”). Okta will not sell or use Covered Customer Data for marketing purposes in a manner inconsistent with NY EDL § 2-d.
4. **Okta’s Security and Confidentiality Plan.** As of the effective date of this Addendum, Okta maintains an information security management program (“ISMP”) as set for in applicable Documentation, including Documentation available at <https://www.okta.com/trustandcompliance/>. The Agreement, including the Documentation, outlines how Okta, as of the effective date of this Addendum:
 - a. Limits access to Covered Customer Data;
 - b. Processes Covered Customer Data;
 - c. Discloses Covered Customer Data;
 - d. Encrypts and otherwise secures Covered Customer Data;
 - e. Aligns with relevant NIST guidance;
 - f. Manages security incidents;
 - g. Provides training; and
 - h. Enters into agreements with sub-processors.
5. **Parents’ Bill of Rights.** Customer is responsible for using the Okta Service in compliance with the applicable requirements of the Parents’ Bill of Rights for Data Privacy, attached hereto as **Attachment A**. To the extent directly applicable to Okta, Okta will also comply with the Parents’ Bill or Rights for Data Privacy by complying with the terms, processes, and procedures set forth in applicable Documentation.
6. **Public Records.** Okta acknowledges that Customer is a public entity governed by the laws of New York and is subject to New York’s Freedom of Information Law.

7. **Liability.** In addition to any limitations set forth in the Master Subscription Agreement, in no case shall Customer or Okta's total liability under any theory or combination of theories exceed the total amount paid by Customer for the twelve-month period preceding the first incident out of which the liability arose.
8. **Governing Law, Jurisdiction, and Venue.** The Agreement shall be construed according to the Laws of the State of New York, without giving effect to its conflicts of laws rules. With respect to all disputes arising out of this Agreement, the parties consent to the exclusive jurisdiction and venue in the state and Federal Courts located in the State of New York.
9. **Amendment.** No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties hereto.
10. **Customer's Indemnification Obligations.** No defense, indemnification, or hold harmless provision of the Agreement due or owing Okta by Customer shall applied against Customer except to the extent Okta also provides that identical provision protecting Customer and Customer's officers, employees, volunteers, agents, authorized users and other representatives. Notwithstanding the foregoing, in the event of any claim, demand, suit or proceeding made or brought against Okta by a third party alleging that the Customer Data infringes or misappropriates such third party's intellectual property rights or violates applicable law, or arising out of Customer's use of any Service in breach of this Agreement, the Documentation or applicable Order Form, Okta may require, by written notice to Customer, that Customer delete from the Service any Customer Data that is the subject of the claim. Promptly after receiving any such notice, Customer will delete such Customer Data and certify such deletion to Okta in writing. Okta shall be authorized to provide a copy of such certification to the applicable claimant.
11. **Attorneys' Fees.** Okta waives and releases Customer from any claim of reimbursement of legal fees relating to its enforcement of the Agreement except to the extent a relevant provision of the Agreement provides that the prevailing party is entitled to such fees on the disputed matter, and only following the decision and judgment of a Court of law finally deciding the matter.
12. **Assignment.** No assignment shall be authorized against either party without its written consent. 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.
13. **Service of Process.** No Service of Process against Customer by electronic means is permitted.
14. **No Limitation to Seek Redress.** No limitation of time in the Agreement shall shorten Customers' time period to seek redress from Okta and where not satisfied, bring an action or special proceeding against Okta as otherwise provided by applicable law.

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15. **Interest Penalty for Late Payment.** Okta’s rate of interest charged on any late/unpaid amounts due from Customer shall be 3% annually.

16. **Survival.** This Rider shall survive termination of the Agreement.

IN WITNESS WHEREOF, the parties above have caused this Addendum to be signed and executed by a duly authorized person as of the date last written below.

Okta, Inc.

Broome-Tioga BOCES
 (“Customer”)

Chris Kramer

Name

John D. Harvey

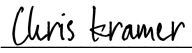
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7/16/2021

Date

7/16/2021

Date

Attachment A

Broome-Tioga BOCES

Parents' Bill of Rights for Data Privacy and Security

Broome-Tioga BOCES is committed to protecting the privacy and security of student, teacher and principal data. In accordance with New York Education Law §2-d, BOCES wishes to inform the community of the following:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record.
3. State and federal laws protect the confidentiality of personally identifiable information and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the state is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York, 12234. Complaints may also be directed to the chief privacy officer via email at: CPO@mail.nysed.gov.
6. The BOCES will promptly acknowledge receipt of complaints, commence an investigation, and take the necessary precautions to protect personally identifiable information.

Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services, Broome-Tioga BOCES has entered into agreements with certain third-party contractors. Pursuant to such agreements, third-party contractors may have access to “student data” and/or “teacher or principal data” as those terms are defined by law. Each contract BOCES enters into with a third-party contractor, where the third-party contractor receives student data or teacher or principal data, will include the following information:

1. The exclusive purposes for which the student data or teacher or principal data will be used.
2. How the third-party contractor will ensure that the subcontractors, persons or entities that the third-party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements.
3. When the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement.
4. If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected.
5. Where the student, teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.