AMENDMENT NO. ONE to RFP NO. 604062-16
(ENTERPRISE-WIDE VIRTUAL DIRECTORY)

THIS AMENDMENT is made and entered into this _____th day of November 2018, by and between CLARK COUNTY, NEVADA (hereinafter referred to as “COUNTY”), and OKTA INC. (hereinafter referred to as “PROVIDER”). Capitalized terms used herein that are not otherwise defined in this Amendment shall have the meaning assigned to them in the Agreement (defined below) and Original Order Form (defined below).

WITNESSETH:

WHEREAS, the parties entered into that certain Okta, Inc. Subscription License and Professional Services Agreement Clark County Nevada RFP NO. 604062-16 dated October 18, 2016 (hereinafter referred to as the “Agreement”) for the COUNTY’s procurement for an Enterprise-Wide Virtual Directory; and

WHEREAS, the parties entered into that certain Order Form bearing “Quote Number: Q059032” with the date of last signature being October 18, 2016, which is governed by the underlying terms of the Agreement (hereinafter referred to as the “Original Order Form”)

WHEREAS, the parties wish to enter into an additional Order Form associated with RFP NO. 604062-16 in order to: (1) add multi-factor authentication (MFA) as a Service feature, (2) increase fees for “Support - Premier Success Package,” and (3) increase fees for “Sandbox – Preview Sandbox.”

NOW, THEREFORE, the parties agree as follows:

1. Additional Order Form. The parties agree that they shall enter into an additional Order Form associated with RFP NO. 604062-16, a reference copy of which is attached hereto as Exhibit A (signatures to the additional Order Form to be provided separately on the additional Order Form itself and not in Exhibit A).

2. Increase in Fees. This Amendment No. One represents an increase of Fees from $1,281,150.00 to $1,714,687.53 (an overall total increase of $433,537.53) as the total amount that COUNTY owes PROVIDER for the period from October 31, 2016 through October 30, 2021 for PROVIDER’S provision of the Service as reflected on the additional Order Form and Original Order Form.

Except as expressly amended herein, the terms and conditions of the Agreement and Original Order Form shall remain in full force and effect.

COUNTY:
COUNTY OF CLARK, NEVADA

By: __________________________________________
Date: __________________________
JESSICA COLVIN
Chief Financial Officer

PROVIDER:
OKTA, INC.

By: __________________________________________
Date: __________________________
JAKE RANDALL
VP, Business Operations

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: __________________________________________
Date: __________________________
ELIZABETH VIBERT
Deputy District Attorney
<table>
<thead>
<tr>
<th>SERVICE</th>
<th>UNIT OF MEASUREMENT</th>
<th>QUANTITY</th>
<th>PRICE/UOM ($)</th>
<th>TOTAL ($)</th>
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</thead>
<tbody>
<tr>
<td>IT Products - Adaptive MFA</td>
<td>Users per Month</td>
<td>10,000</td>
<td>0.96</td>
<td>102,312.33</td>
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<td>17,280.00</td>
<td>15,346.85</td>
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<td>Recurring</td>
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<td>17,280.00</td>
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<td>17,280.00</td>
<td>17,280.00</td>
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[Exhibit A continued on next page]
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<th>SERVICE</th>
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<th>QUANTITY</th>
<th>PRICE/UOM*</th>
<th>TOTAL</th>
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<tr>
<td>Sandbox - Preview Sandbox</td>
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<td>17,280.00</td>
<td>17,280.00</td>
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<td><strong>October 31, 2019 - October 30, 2020 Subtotal</strong></td>
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<td>149,760.00</td>
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<td>0.96</td>
<td>115,200.00</td>
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<tr>
<td>Support - Premier Success Package</td>
<td>Recurring</td>
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<th>PRICE/UOM*</th>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
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<td>1,011.50</td>
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**TOTAL ORDER** 433,537.53

* The Price per Unit of Measurement shown above has been rounded to one decimal place for display purposes. The totals for this order have been calculated using the actual price, rather than the rounded price shown above and in the table and line item for this Order Form.

**ADDITIONAL TERMS AND CONDITIONS:**

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

1.1 **Users per Month** is a per-User subscription basis and Customer may authorize no more than the number of Users specified above. In addition, (i) the number of Users purchased may not be decreased during the Term, (ii) additional Users may be added during the then-current Term at the same pricing as that for the pre-existing Users thereunder, prorated for the remainder of the Term in effect at the time the additional Users are added, and (iii) the added Users shall terminate on the same date as the then-

[Exhibit A continued on next page]
current Term. User subscriptions are for named Users only and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service.

2 PAYMENT TERMS. Customer will be invoiced in advance in accordance with the Billing Frequency and Payment Terms set forth above for the amount(s) outlined above ("Fees"). Fees shown above do not include any Taxes that may apply. Any such Taxes are the responsibility of the Customer. Except as otherwise expressly stated in the Agreement, all Fees paid to Okta are hereunder nonrefundable and all subscriptions purchased herein are non-cancelable.

3 SUBSCRIPTION TERMS. This Order Form is entered into as of the date last signed below (the "Effective Date") between Okta, Inc. with offices at 301 Brannan Street, Suite 100, San Francisco, California 94107 (Okta), and the Customer listed above ("Customer"). This Order Form incorporates and is subject to the terms set forth in the Okta Inc. Subscription License and Professional Services Agreement previously executed by the parties on 10/18/2016 ("Agreement"). To the extent that the terms of the Agreement are in conflict with the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

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

OKTA, INC.:  

By:  
Name:  
Title:  
Date:  

CUSTOMER:  

By:  
Name:  
Title:  
Date:  

SIGNATURES TO BE PROVIDED IN ORDER FORM

SIGNATURES TO BE PROVIDED IN ORDER FORM

Page 3 of 3