



471 High Street SE
Suite 10
Salem, Oregon 97301

oetc.org
(800) 650-8250
Fax: (503) 625-0504

OETC Volume Price Agreement

I. Contract # OETC-17R-SSO

This agreement is made and entered into by the Organization for Educational Technology and Curriculum (OETC), 471 High Street SE, Suite 10-Creekside, Salem, OR 97301 and Okta, Inc.

A. Contractor Information

Okta, Inc.
Company Name

301 Brannan Street, 1st Floor
Street Address

26-4175727
Tax Identifier

San Francisco, CA 94017
City, State ZIP

B. Contract Details

Effective Date:	The date contract is signed by both parties
Termination Date:	January 31, 2021
Renewal Term 1:	February 1, 2021 - January 31, 2022
Renewal Term 2:	February 1, 2022 - January 31, 2023
Renewal Term 3:	February 1, 2023 - January 31, 2024
Products Awarded:	Okta
Payment Terms:	Net 30
Minimum Order:	None
Administrative Fee:	3%

II. Intent and Purpose

The intent and purpose of this agreement is to establish a contractual relationship with technology equipment manufacturers, software and service providers to provide, warrant, and offer all products and related support services proposed in their response to the RFP issued by OETC on behalf of its public K-20 membership.

The Contractor, through its designated Fulfillment Agents, shall provide and support for all products and services covered in this agreement.

The Contractor through its designated Fulfillment Agent shall provide the product and pricing updates, and support of all products furnished under this agreement in accordance with the Okta Master Subscription Agreement.

III. Order of Precedence

1. Terms and Conditions of this agreement.
2. Exhibits and amendments to this agreement.

IV. Terms and Conditions

A. General Terms and Conditions.

1. **Contract Coordinator.** The Contract Coordinator identified in Attachment B is to be the sole point of contact with regard to contractual matters, disputes, concerns or other issues arising from this Contract.

Contractor may update the Contract Coordinator by submitting a new Attachment B to the OETC Contract Administrator.

2. **Contract Period.** The term for the contract awarded pursuant to this solicitation will be from the Effective Date to the first termination date, and then from each renewal thereafter.
3. **Contract Renewal.** This contract shall renew for a subsequent one (1) year renewal, for up to three (3) consecutive renewals. Contract renewal shall be automatic unless either party provides notice of cancellation at least thirty (30) calendar days prior to expiration identified in §1B.
4. **Administrative Fee.** The OETC Administrative Fee is set in §1B.

For OETC Member orders placed directly with its Fulfillment Agents, the OETC Administrative Fee shall be submitted quarterly by the Fulfillment Agent and is based on sales of products and services (less any charges for taxes or shipping) resulting from this Contract. The quarterly submission must include the OETC Member name, date of purchase and amount purchased. This fee is to be included as part of the pricing submitted with Respondent's proposal.

5. For OETC Member orders placed directly by OETC the OETC Administrative Fee will be collected by at the time of sale.
6. Contract Awardee and/or its Fulfillment Agents may apply to the OETC Contract Administrator for OETC Administrative Fee reduction for large orders with a dollar value over \$1,000,000.
7. **Notice.**
 - a. **Form of Notice.** All notices, requests, claims, demands and other communications between the parties shall be in writing.
 - b. **Method of Notice.** All notices shall be given
 - (1) by delivery in person
 - (2) by a nationally recognized next day courier service,

- (3) by first class, registered or certified mail, postage prepaid, (iv) by facsimile; or
- (4) by electronic mail to the address of the OETC Contract Administrator or Contractor's Contract Coordinator or such other address as either party may specify in writing.

c. **Receipt of Notice.** All notices shall be effective upon

- (1) Receipt by the party to which notice is given, or
- (2) On the fifth (5th) day following mailing, whichever occurs first.

d. **Receipt of Notice for Email.** If notice is delivered by email, notice shall be effective when the recipient, by an email sent to the email address for the sender stated in this section or by a notice delivered by another method in accordance with this section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section.

B. Pricing and Products.

1. **Administrative Fee Calculation.** Pricing submitted in Attachment A shall include OETC's administrative fee. The Administrative Fee must be included in all pricing to OETC's membership.

C. Maintaining a Pricing Schedule.

1. **Submitting Pricing.** All pricing including changes, product additions, deletions or updates must be submitted by the Fulfillment Agent on the OETC Pricing Template per the price modification requirements of the GSA Schedule clause 552.216-70. This is an Excel template. No other format will be accepted.
2. **Price List Maintenance.** It is the responsibility of the Contractor to maintain and to provide to OETC upon request or through the Fulfillment Agent an accurate price list for the lifetime of the contract including marking existing products as discontinued.
3. **Time to change.** Contractor shall use reasonable efforts to make available to the Fulfillment Agent all changes to the price list 30 days prior to taking effect per the price modification requirements of the GSA Schedule clause 552.216-70.
4. **Discontinued Items.** Discontinued items must be marked on the OETC Pricing Template and submitted to help@oetc.org to be removed from the contract. If an OETC member purchases a product that is no longer available, but was not designated so by the Contractor, it will be the responsibility of the Contractor to ship an equivalent or better product at the price of the purchased, discontinued product.
5. **Adding New Products.** Contractor may make model changes, add new products, and product upgrades or services using the Pricing Template. The pricing for these changes shall incorporate comparable pricing discount levels approved by the OETC Contract Administrator for similar and services.

These services may be added to the awarded contract at the same percentage off of Manufacturer's Suggested Retail Price specified in the RFP Response, or at a greater discount.

6. **Travel Costs.** The rate may be negotiated with individual OETC members at the time of sale.

D. Fulfillment Agents

1. **Fulfillment Agents Allowed.** Contractor may assign its fulfillment rights and obligations of this Agreement to one or more Fulfillment Agents.
2. **Adding or Removing Fulfillment Agents.** Contractor may add or remove fulfillment agents throughout the lifetime of this Agreement by submitting a revised Attachment B to OETC's Contract Administrator.

E. Payment Terms and Options

1. **Payment Terms.** All purchase orders received by OETC or OETC's Members will be on Net 30 terms unless otherwise agreed upon.
2. **Invoice with shipment.** Fulfillment Agents may not submit an invoice for payment until the order is fulfilled electronically.

F. Amendments, Scope and Termination

1. **Limitation of Liability.** In no event will contractor be responsible or liable with respect to any subject matter of this contract or terms and conditions related thereto under any contract, negligence, strict liability or other theory (a) for error or interruption of use, loss or inaccuracy or corruption of data, (b) for cost of procurement of substitute goods, services, rights, or technology, (c) for any lost profits or revenues, or (d) for any indirect, special, incidental, consequential or punitive damages, whether or not a party has been advised of the possibility of such damage. In no event shall the aggregate liability of contractor with all of its affiliates arising out of or related to this contract exceed the total amount paid by contractor to OETC hereunder for the service giving rise to the liability in the twelve-month period preceding the first incident out which the liability arose. The foregoing limitation shall apply whether an action is in contract or tort and regardless of the theory of liability.
2. **Cancellation.** Either party cancel this Contract for a failure to perform or uphold any of the terms and conditions outlined in this agreement. Additionally OETC may cancel a contract if the consortium's cumulative annual sales are less than \$100,000 per calendar year.
3. **Amendments.** Contract amendments shall be negotiated by the parties in good faith whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. This Agreement shall be amended only by written instrument executed by the parties. An approved Contract amendment means one approved by the authorized signatories of the Contractor and OETC as required by law.
4. **Entire Agreement.** This agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements relating to its subject matter.
5. **Governing Law.** This Contract and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. In any action to enforce this Contract, the prevailing party will be entitled to costs and attorneys' fees.

6. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
7. **Severability.** If any provision of this Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, by a court of competent jurisdiction then both OETC and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.
8. **No Assignment.** Neither the rights nor the obligations arising under this Contract are assignable or transferable by OETC or Contractor 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.
9. **Independent Contractors.** The parties shall be independent contractors under this Contract, and nothing herein shall constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint ventures' or partners for any purpose. There are no third-party beneficiaries under this Contract.
10. **Customer Agreement.** All sales of Services and Contractor's processing of orders by OETC Member for the Services are subject to the Okta license agreement, which may be found at www.okta.com/terms ("Customer Agreement"). All Customer Agreements are a separate contract between the OETC Member and Contractor.

V. Definitions

Administrative Fee. The fee paid by Contractor, based on the percentage specified on Attachment A of the OETC Member orders placed for Contractor subscription service pursuant to the terms of this Contract to OETC to fund the total cost of the OETC consortium.

Contract. The OETC Volume Price Agreement between the OETC and Contractor.

Contractor. Okta, Inc. Contractor is responsible for all terms and conditions set forth in this agreement.

Contract Coordinator. Individual designated by contract holder to be main point of contact for contract related questions and communications.

Force Majeure. Acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the parties' states or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Fulfillment Agent(s). A designee by the Contractor to take orders on behalf of the Contract Holder. Often if the contract holder is a manufacturer, the manufacturer names channel partners as its

fulfillment agents. These can be modified throughout the life of the Contract.

General Price Reduction. General price reductions are submitted on OETC's Price Template and apply to all OETC members.

Manufacturer. Okta, Inc.

OETC Contract Administrator. The point of contact at OETC for all questions and changes related to the terms and conditions of this Agreement, including cancellation and extensions. Unless otherwise specified OETC's Executive Director is the Contract Administrator.

OETC Member. Any private or public educational entity in good standing with the OETC Consortium. A full and complete list can be found at store.oetc.org/membership. OETC members will have the benefit of the pricing under this Contract and OETC will be entitled to the applicable Administrative Fee only for orders placed by those who meet the definition of OETC Member at the time such party places the order with Contractor.

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by an OETC Member.

Price Template. OETC's Price Template is an Excel Spreadsheet with the following columns, to the extent applicable: Item Name, Item Description, Price, Category, Vendor ID, Manufacturer, Vendor Number, Manufacturer Number, Status.

Services. Okta's subscription service and related support services, training services and professional services.

Warranty. The Manufacturers general warranty tied to the product at the time of purchase.



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VI. Attachments

Attachment A: Pricing Proposal

Attachment B: Contract Coordinator

Attachment C: Fulfillment Agents

Attachment D: Suspension and Debarment Certification

VIII. Contract Signature Page

Furthermore, the undersigned certifies conformity to applicable Federal laws, Oregon Revised Statutes, and Oregon Administrative Rules concerning public contracts, and that this proposal is made without connection with any person, firm or corporation making a proposal for the same goods or services, and is in all respects fair and without collusion or fraud.

Okta, Inc.

**Organization for Educational Technology
and Curriculum**

William D. Fitzgerald

Thomas Richards

Name

Name

Vice President, Field Alliances worldwide

Executive Director

Title

Title

DocuSigned by:

William D. Fitzgerald

Signature

Thomas Richards

Signature

2/28/2018

February 27, 2018

Date

Date



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Attachment B:

Contract Coordinator

Ben Orenca

Ben.orencia@okta.com

Name

Email

301 Brannon St., 1st Floor

503-348-0888

Street Address

Phone Number

San Francisco, CA 95110

City, State Zip

Fax

I am the manufacturer of the products and services in this proposal

I am a vendor of the products and services in this proposal, and I have attached letters from the manufacturers of all proposed items



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Attachment C: Fulfillment Agent

A. Company Information

Carahsoft Technology Corporation
Company Name

1860 Michael Faraday Drive Suite 100
Street
Reston, VA 20190
City, State Zip

B. Sales and Support Contact

Eric Pankau
Name
Account Representative
Title

Eric.Pankau@carahsoft.com
Email
703-230-7411
Phone Number

C. Remit To / Payment Contact

Azra Ansari
Name
Accounts Payable
Title

Azra.Ansari@carahsoft.com
Email
703-871-8563
Phone Number

D. Allowed Territories

United States

E. Allowed Purchasers

Place an "X" for each allowed purchaser type.

- | | | | |
|------------------------|--|--|---|
| Public Members | <input checked="" type="checkbox"/> K-12 | <input checked="" type="checkbox"/> Higher Education | <input checked="" type="checkbox"/> State Dept. / ESD |
| Private Members | <input type="checkbox"/> K-12 | <input type="checkbox"/> Higher Education | <input type="checkbox"/> Non-Profit |



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Attachment D: Suspension and Debarment Certification

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

1. The proposer certifies to the best of its knowledge and believe that it and its principals:
 - 1.1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 1.2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 1.3. Are not presently indicted of or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. 1.2 of this certification; and
 - 1.4. Have not within a three-year period preceding this response had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the proposer is unable to certify to any of the statements in this certification, proposers shall attach an explanation to this proposal.

Business Name: Okta, Inc

Date: 10/2/2017

By: Jake Randall VP, Business Operations

Name and Title of Authorized Representative

DocuSigned by:

Jake Randall

Signature of Authorized Representative

Instructions for Certification

1. By signing and submitting this proposal, the proposer is providing the certification set out below.

Solicitation No	OETC-17R-SSO
Admin Fee	3%

Category	Manufacturer Line	OETC Discount (% off of MSRP)
IT Products	Okta	40%
API Products	Okta	40%
Support - Premier	Okta	15% of License cost
Support - Premier Plus	Okta	25% of License cost
Training Services	Okta	0% discount off MSRP*
Professional Services	Okta	0% discount off MSRP*

Services price based on needs and scope

Per Transaction Additional Discount			Cumulative Consortium Discount			
\$100,000 - \$499,999	\$500,000 - \$999,999	\$1,000,000+	\$5,000,001- \$10,000,000	\$20,000,001- \$40,000,000	\$40,000,001- \$80,000,000	40,000,001+

Item No	Item Description	Cost	Price	Category	Manufacturer Name
P000051	IT Products - Okta Mobility Management, Users per Month	4.00	\$2.40	IT Products	Okta
P000053	IT Products - Single Sign-On (10 app limit), Users per Month	1.50	\$0.90	IT Products	Okta
P000054	IT Products - Single Sign-On (5 app limit), Users per Month	1.00	\$0.60	IT Products	Okta
P000052	IT Products - Single Sign-On, Users per Month	2.00	\$1.20	IT Products	Okta
P000055	IT Products - Universal Directory, Users per Month	1.00	\$0.60	IT Products	Okta
P000024	IT Products - Lifecycle Management, 1 OIN App, Users per Month	1.00	\$0.60	IT Products	Okta
P000025	IT Products - Lifecycle Management, 10 OIN Apps, Users per Month	6.00	\$3.60	IT Products	Okta
P000026	IT Products - Lifecycle Management, 2 OIN Apps, Users per Month	2.00	\$1.20	IT Products	Okta
P000027	IT Products - Lifecycle Management, 5 OIN Apps, Users per Month	4.00	\$2.40	IT Products	Okta
P000030	IT Products - Lifecycle Management, Unlimited, Users per Month	8.00	\$4.80	IT Products	Okta
P000031	IT Products - Lifecycle Management, Unlimited OIN Apps, Users per Month	7.00	\$4.20	IT Products	Okta
P000029	IT Products - Lifecycle Management, Custom Integrations	1.00	\$0.60	IT Products	Okta
P000028	IT Products - Lifecycle Management, Advanced Mastering, Users per Month	2.00	\$1.20	IT Products	Okta
P000020	IT Products - Adaptive MFA, Users per Month	5.00	\$3.00	IT Products	Okta
P000131	IT Products - Adaptive MFA Factors, Users per Month	3.00	\$1.80	IT Products	Okta
P000132	IT Products - Adaptive MFA Policies, Users per Month	3.00	\$1.80	IT Products	Okta
P000021	IT Products - API Access Management	2.00	\$1.20	IT Products	Okta
P000139	API Products - Lifecycle Management with 1 OIN App, 50,000 Annual MAUs	12,000.00	\$7,200.00	API Products	Okta
P000142	API Products - Lifecycle Management with 10 OIN Apps, 50,000 Annual MAUs	24,000.00	\$14,400.00	API Products	Okta
P000140	API Products - Lifecycle Management with 2 OIN Apps, 50,000 Annual MAUs	15,000.00	\$9,000.00	API Products	Okta
P000141	API Products - Lifecycle Management with 5 OIN Apps, 50,000 Annual MAUs	18,000.00	\$10,800.00	API Products	Okta
P000138	API Products - Lifecycle Management with Unlimited OIN Apps, 50,000 Annual MAUs	48,000.00	\$28,800.00	API Products	Okta
P000148	API Products - Inbound Federation	10,000.00	\$6,000.00	API Products	Okta
P000147	API Products - Directory Integration	25,000.00	\$15,000.00	API Products	Okta
P000149	API Products - Social Authentication	9,000.00	\$5,400.00	API Products	Okta
P000135	API Products - Adaptive MFA Factors	10,000.00	\$6,000.00	API Products	Okta
P000136	API Products - Adaptive MFA Policies	10,000.00	\$6,000.00	API Products	Okta
P000066	API Products - Multi-Org Deployment	100.00	\$60.00	API Products	Okta
P000150	API Products - API Access Management, 50,000 Annual MAUs	10,000.00	\$6,000.00	API Products	Okta
P000137	API Products - Core API Products, 50,000 Annual MAUs	50,000.00	\$30,000.00	API Products	Okta
P000145	API Products - Single Sign-On with 10 OIN Apps, 50,000 Annual MAUs	5,000.00	\$3,000.00	API Products	Okta
P000144	API Products - Single Sign-On with 5 OIN Apps, 50,000 Annual MAUs	2,500.00	\$1,500.00	API Products	Okta
P000146	API Products - Single Sign-On with Unlimited OIN Apps, 50,000 Annual MAUs	10,000.00	\$6,000.00	API Products	Okta

Professional Services

Cloud Enterprise Architect	The Cloud Enterprise Architect is a technical subject matter expert on both cloud and on-premise based Work with customers to document, review and manage the technical requirements, business functional Develop strategic plans for cloud services, including, transition strategies, deployment strategies, misso Design and implement identity life-cycle integration with Okta including single sign-on (SSO) enablemen Review and provide technical expertise and leadership to the implementation team.	\$275.00	275 per hour	Professional Services	Okta
Technical Engagement Manager	The Technical Engagement Manager is responsible for ensuring Customer's solution, requirements and i Advisor to business needs, scope objectives, and expectations defined in the SOW. Customer advocate to assist with escalation process. Stakeholder in project success and Customer's adoption.	\$275.00	\$275 per hour	Professional Services	Okta
Technical Project Manager	The Technical Project Manager is the Customer's main point of contact and responsible for coordinating Manage project plan, scope, staffing, status, and documentation following Okta's processes and methoc Manage and facilitate project governance and reporting, both internal and with Customer stakeholders. Manage and lead Okta escalations and secure Okta resources to resolve project issues, identify depende Coordinate transition from Professional Services to on-going Support, at completion of project.	\$275.00	\$275 per hour	Professional Services	Okta
Technical Consultant	Technical Consultants provide hands-on implementation and deployment services to our customers. Drive assigned activities in project scope, status updates, and documentation development. Mentor and provide knowledge transfer to customers on the Okta service. Lead interaction and collaboration with other Okta teams such as Engineering, Product Management an Perform hands on technical design, configuration, development and integration assistance, and troubles	\$250.00	\$250 per hour	Professional Services	Okta

Training Services

20% Discount off price below - Reserved for customers with Premier, Premier Access, and Premier Plus Success packages. This discount is valid for Public Hands-On Training only
 50% Discount off price below - Reserved for non-profit customers (any 501(c)3 organization). This discount is valid for Public Hands-On Training only

Courses

Okta Essentials	This is the foundational course that's a must for System Administrators and anyone responsible	\$2,400.00	\$2,400.00	Training Services	Okta
Deploy Office 365 with Okta	Did you know Office 365 is the #1 app in our network? In this class, you'll learn everything you r	\$800.00	\$800.00	Training Services	Okta
Okta Platform for Developers	In this course, you'll learn how to integrate web apps with Okta's identity management / securi	\$2,400.00	\$2,400.00	Training Services	Okta
Private Help Desk Training	Prepare your help desk teams to hit the ground running in supporting your Okta Org. Students	\$6,000.00	\$6,000.00	Training Services	Okta
Technical Consultant Boot Camp 1	In this boot camp, you'll become an expert on implementing Okta using a two-phase implemen	\$4,000.00	\$4,000.00	Training Services	Okta
Advanced Mastering Techniques with Okta	Okta is great at automating account management and provisioning. Are you ready for the next	\$800.00	\$800.00	Training Services	Okta
Okta IdP Integration for On-Premise Applications	In this course you will learn about technologies such as API as-a-master, SCIM, and on-premises	\$1,600.00	\$1,600.00	Training Services	Okta
Single-Sign-On and API Access Management with OpenID Connect and OAuth	You successfully use Okta today to securely manage employee identity and access to internal a	\$1,600.00	\$1,600.00	Training Services	Okta
Automate Lifecycle Management with SCIM	Do you need to automate user provisioning to your applications using Okta? In this course, dev	\$800.00	\$800.00	Training Services	Okta
Inbound Federation: Using Okta as a Service Provider	In this course, you will learn how the Okta Identity Cloud is used to secure your connections wit	\$1,600.00	\$1,600.00	Training Services	Okta