# Terms & Conditions

## OKTA, INC.
## SUBSCRIPTION LICENSE AND PROFESSIONAL SERVICES AGREEMENT

THIS OKTA SUBSCRIPTION LICENSE AND PROFESSIONAL SERVICES AGREEMENT ("**AGREEMENT**") GOVERNS THE USE OF THE SERVICE, PROFESSIONAL SERVICES AND TRAINING SERVICES DESCRIBED HEREIN. BY ACCESSING AND USING THE SERVICE, YOU ("CUSTOMER") ARE CONSENTING TO BE BOUND BY THIS AGREEMENT, INCLUDING ALL TERMS INCORPORATED BY REFERENCE. YOU AGREE THAT THIS AGREEMENT IS EQUIVALENT TO ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU AGREE TO THESE TERMS ON BEHALF OF A BUSINESS OR A GOVERNMENT AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO BIND THAT BUSINESS TO THIS AGREEMENT, AND YOUR AGREEMENT TO THESE TERMS WILL BE TREATED AS THE AGREEMENT OF THE BUSINESS. IN THAT EVENT, "**YOU**" AND "**YOUR**" REFER HEREIN TO THAT BUSINESS. OKTA SERVICE IS BEING LICENSED AND NOT SOLD TO YOU. OKTA PERMITS YOU TO ACCESS AND USE THE OKTA SERVICE AND PURCHASE RELATED PROFESSIONAL SERVICES AND TRAINING SERVICES ONLY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND THE ORDER FORMS(S).

1. Definitions.

1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the Customer entity signing this Agreement. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

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

1.3 "Documentation" means Okta's user guides and other end user documentation for the Service available on the online help feature of the Service, as updated by Okta from time to time.

1.4 "Order Form" means an ordering document that specifies the Service, Training Services, Support Services, and/or Professional Services purchased by Customer under this Agreement. Each Order Form shall include the Service ordered, capacity licensed (i.e. the number of Users,

log-ins, etc.), pricing, bill to, sold to, and the Term. Order Forms shall be subject solely to and incorporate by reference the terms of this Agreement.

1.5 "Professional Services" means implementation services provided by Okta in connection with the Service, as described more fully in a Statement of Work. Professional Services shall not include the Service.

1.6 "Service" means the on-line, web-based identity and access management services provided by Okta, as specified on an Order Form. The Service shall not include the Professional Services.

1.7 "Statement of Work" means a document that describes certain Professional Services purchased by Customer under this Agreement. Each Statement of Work shall incorporate this Agreement by reference.

1.8 "Support Services" means the support services provided by Okta in accordance with Okta's then-current support policy and as identified on an Order Form. In the event that the level of support is not identified on the Order Form, Customer shall receive a "basic" level of support that is included in the Service.

1.9 "Training Services" means the education and training services provided by Okta as described more fully in an applicable Order Form.

1.10 "Term" means the period identified on an Order Form, or on a renewal document, during which Customer's Users are authorized to use or access the Service pursuant to the terms set forth in this Agreement, unless earlier terminated pursuant to Section 11.

1.11 "Users" means individuals who are authorized by Customer to use the Service, for whom a subscription to the Service has been procured. Users may include but are not limited to Customer's and Customer's Affiliates' employees, consultants, clients, external user, contractors and agents.

2. Service, Professional Services, and Training Services.

2.1 Access Rights. Okta shall make the Service available to Customer pursuant to this Agreement and all Order Forms during the Term, and grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable 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 or the Professional Services is neither 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.

2.2 Restrictions. Customer is responsible for all activities conducted under its and its Users' logins on the Service. Customer shall use the Service in compliance with applicable law 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 use it for the benefit of any third party, or make it

available to anyone other than its Users; (ii) send or store any data subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards; (iii) send or store infringing or unlawful material; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (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.

Okta may, without liability, suspend the Service to some or all of the Users to the extent necessary: (a) following a possible or actual security breach or cyber-attack on Okta, (b) in order to protect Okta's systems; or (c) if required by a governmental entity or law enforcement agency. Customer shall receive notification of such suspension, to the extent and in the manner, that Okta provides a notification to all of its affected customers.

2.3 Professional Services; Training Services. Customer and Okta may enter into Statements of Work that describe the specific Professional Services to be performed by Okta. Okta shall provide any Training Services in accordance with Okta's then current Training Services terms. If applicable, while on Customer premises for Professional Services or Training Services, Okta personnel shall comply with reasonable Customer rules and regulations regarding safety, security, and conduct made known to Okta, and will at Customer's request promptly remove from the project any Okta personnel not following such rules and regulations.

2.4 Customer Affiliates. Customer Affiliates may purchase and use Service, Professional Services, Support Service, and Training Services subject to the terms of this Agreement by executing Order Forms or Statements of Work 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 or SOW.

3. Security, and Support.

3.1 Security. Okta shall: (i) maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Service and the Customer Data in accordance with Okta's then current Okta Security Requirements; (ii) protect the confidentiality of the Customer Data in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event less than reasonable care, (iii) access and use the Customer Data solely to perform its obligations in accordance with the terms of this Agreement during the Term, and as otherwise expressly permitted in this Agreement, and (iv) upon Customer's request, no more than once per year, provide Customer with a copy of Okta's most recent SSAE 16(SOC2)/ISAE 3402 (Type 2) or similar third party annual audit report during the Term.

3.2 Support. Okta shall (i) provide Support Services to Customer during the Term; and (ii) provide Customer with at least 99.9% availability of the Service in accordance with Okta's then-current Service Level Agreement.

4. Confidentiality. Each party ("Receiving Party") may, during the course of its provision and use of the Service or provision of Professional Services, Support Services or Training Services hereunder, receive, have access to, and acquire technical and business information from discussions with the other party ('Disclosing Party") which may not be accessible or known to the general public, such as technical and business information concerning hardware, software, designs, specifications, techniques, processes, procedures, research, development, projects, products or services, business plans or opportunities, business strategies, finances, costs, vendors, penetration test results and other security information; defect and support information and metrics; and first and third party audit reports and attestations or customers and other third party proprietary or confidential information that Disclosing Party treats as confidential, ("Confidential Information"). Confidential Information shall not include Customer Data, and shall cease to include, as applicable, information or materials that (a) were generally known to the public on the Effective Date; (b) become generally known to the public after the Effective Date, other than as a result of the act or omission of the Receiving Party; (c) were rightfully known to the Receiving Party prior to its receipt thereof from the Disclosing Party; (d) are or were disclosed by the Disclosing Party generally without restriction on disclosure; (e) the Receiving Party lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (f) are independently developed by the Receiving Party as shown by documents and other competent evidence in the Receiving Party's possession. For clarification obligations regarding Customer Data are solely addressed under Section 3.1 above. The Receiving Party shall not: (i) use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission, (ii) disclose or make the Disclosing 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. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance.

5. Ownership, and Aggregated Data.

5.1 Customer Data. All right, title and interest in and to the Customer Data is owned exclusively by Customer.

5.2 Okta Service. Except for the rights expressly granted under this Agreement, Okta retains all right, title, and interest in and to the Service, the Professional Services, the Training Services

materials, 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 Suggestions. Okta shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Service 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, the Professional Services, or the Training Services.

5.4 Aggregated Data. Okta shall be permitted to use the data generated in connection with Customer's use of the Service (e.g., types of web applications utilized); provided, however, in the event Okta provides such data to third parties, it shall be anonymized and presented in the aggregate so that it cannot be linked specifically to Customer or User. The foregoing shall not limit in any way Okta's confidentiality obligations pursuant to Section 4 above.

6. Fees, Expenses, and Taxes.

6.1 Fees. Customer shall pay Okta the fees set forth on the applicable Order Form ("Fees") in accordance with this Agreement and the Order Form. If not otherwise specified on an Order Form, Fees 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. If Customer fails to pay any amounts due under this Agreement by the due date, 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 Expenses. Unless otherwise specified in the applicable Statement of Work, upon invoice from Okta, Customer will reimburse Okta for all pre-approved, reasonable expenses incurred by Okta while performing the Professional Services, including without limitation, transportation services, lodging, and meal and out-of-pocket expenses related to the provision of the Professional Services. Okta will include reasonably detailed documentation of all such expenses in with each related invoice.

6.3 Taxes. Fees do not include 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). The limitations set forth in Section 8 shall not apply to Customer's payment obligations under this Section 6.

7. Warranty, and Disclaimer.

7.1 Warranty.

(a) Service. 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 viruses, Trojan horses, worms, logic bombs, or other harmful code or programs designed to negatively impact the operation or performance of the Service, and (iii) it owns or otherwise has sufficient rights in the Service to grant to Customer the rights to use the Service granted herein. As Customer's exclusive remedy and Okta's entire liability for a breach of the warranties set forth in this Section 7.1(i) and (ii), Okta shall use commercially reasonable efforts to correct the non-conforming Service, 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 refund of any prepaid, unused Fees for the non-conforming Service. For a breach of the warranty set forth in Section 7.1(iii), Okta will provide the indemnification described in Section 9.1 below. The warranties set forth in this Section shall apply only if the applicable Service has been utilized in accordance with the Documentation, this Agreement and applicable law.

(b) Professional Services. Okta warrants that the Professional Services will be performed in a good and workmanlike manner consistent with applicable industry standards. As Customer's sole and exclusive remedy and Okta's entire liability for any breach of the foregoing warranty, Okta will, at its sole option and expense, promptly re-perform any Professional Services that fail to meet this limited warranty or refund to Customer the fees paid for the non-conforming Professional Services.

7.2 Disclaimer. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH UNDER SECTION 7.1, OKTA AND ITS SUPPLIERS HEREBY DISCLAIM ALL (AND HAVE NOT AUTHORIZED ANYONE TO MAKE ANY) WARRANTIES RELATING TO THE SERVICE, PROFESSIONAL SERVICES 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, EXCEPT FOR THE WARRANTIES SET FORTH UNDER SECTION 7.1. OKTA MAKES NO WARRANTY REGARDING ANY THIRD PARTY SERVICE WITH WHICH THE SERVICE MAY INTEROPERATE.

8. Limitation of Liability.

8.1 NEITHER CUSTOMER, OKTA, NOR OKTA'S SUPPLIERS, SHALL 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 (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 FOR ANY INDIRECT, SPECIAL,

INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.2 SUBJECT TO SECTION 8.3 BELOW, IN NO EVENT WILL OKTA NOR ITS SUPPLIER'S, OR CUSTOMER'S LIABILITY FOR DIRECT DAMAGES HEREUNDER EXCEED THE TOTAL AMOUNTS PAID/PAYABLE TO OKTA BY CUSTOMER UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING OKTA'S RECEIPT OF NOTICE OF THE APPLICABLE CLAIM.

8.3 There is no limitation on direct loss, claims or damages arising out of: (a) breach of Section 2.2, (b) breach of Section 4, (c) either party's gross negligence or willful misconduct, (d) fraud, or (e) obligations of indemnity under Section 9.

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 brought against Customer by a third party alleging that the Service or Professional Services, as provided by Okta to Customer under this Agreement infringe any patent, copyright, or trademark or misappropriate any trade secret of any third party (each, an "Infringement Claim"). Okta will indemnify Customer for all damages and/or costs (including but not limited to, reasonable attorneys' fees) 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 a license to permit Customer the ability 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 refund to Customer any prepaid, unused Fees for such infringing Service hereunder. 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 and 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, demands, suits or proceedings brought against Okta by a third party alleging a violation of a third party's rights arising from Customer's provision of the Customer Data. Customer will indemnify Okta for all damages and/or costs (including but not limited to, reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by Customer.

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 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 of Agreement. This Agreement shall remain in effect until terminated in accordance with this Section 11. 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.

11.2 Term of Order Form. Subscriptions for the Service commence on the Start Date specified in the applicable Order Form and continue for the subscription term specified therein unless otherwise terminated. Upon expiration of the Term, unless otherwise stated on an applicable Order Form, the Service will automatically renew for additional Terms of one (1) year each, unless and until either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the then-current Term.

11.3 Termination. Either party may terminate this Agreement by written notice to the other party in the event that such other party materially breaches this Agreement and does not cure such breach within thirty (30) days of such notice. Termination due to Customer's breach shall not relieve Customer of the obligation to pay any fees accrued or payable to Okta under the Agreement. Upon any termination for cause by Customer pursuant to this Section 11.3, Okta will refund Customer a pro-rata portion of any prepaid Fees that cover the remainder of the applicable Order Form Term after the effective date of termination and a pro-rata portion of any prepaid Professional Services Fees and Training Services Fees that cover Professional Services and Training Services that have not been delivered as of the effective date of termination.

11.4 Return of Customer Data. Upon request by Customer made within fifteen (15) days prior to the effective date of termination, Okta will make available to Customer, at no cost, for a maximum of 30 days following the end of the Term for download a file of Customer Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, Okta shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, be entitled to delete all Customer Data in its systems or otherwise in its possession or under its control.

11.5 Effect of Termination. The sections titled "Definitions," "Confidentiality," "Ownership; Aggregated Data," "Fees, Expenses and Taxes," "Warranty 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.

12.2 Controlling Law, Attorneys' Fees and Severability. This Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with 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 will be entitled to costs and attorneys' fees. 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 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 Equitable Relief. 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, without the requirement of posting a bond.

12.6 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.

12.7 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.

12.8 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 User 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.

12.9 Entire Agreement. This Agreement together with the Order Form(s) and applicable Exhibit(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 and related to the subject matter hereof are expressly canceled. No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties hereto. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (other than with regard to capacity licensed, Term, Service, bill to, ship to, pricing) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.