

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

**For the quarterly period ended April 30, 2026
OR**

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission File Number: 001-38044

Okta, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

100 First Street, Suite 600

**San Francisco
California
94105**

(Address of Principal Executive Offices)

26-4175727
(I.R.S. Employer
Identification Number)

Registrant's telephone number, including area code: (888) 722-7871

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, par value \$0.0001 per share	OKTA	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files) Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of May 26, 2026, the number of shares of registrant's Class A common stock outstanding was 166,119,894 and the number of shares of the registrant's Class B common stock outstanding was 7,687,471.

Okta, Inc.

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FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains “forward-looking statements” within the meaning of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995. Words such as “expect,” “anticipate,” “should,” “believe,” “hope,” “target,” “project,” “goals,” “estimate,” “potential,” “predict,” “may,” “will,” “might,” “could,” “intend,” “shall” and similar expressions are intended to identify these forward-looking statements. These statements include, but are not limited to, statements about: our future financial performance, including our revenue, costs of revenue, gross profits, margins and operating expenses; trends in our key business metrics; the impact of general economic, business and market conditions, including economic downturns or recessions, market volatility, geopolitical events, inflation and interest rates and foreign currency fluctuations; our ability to retain and sell additional solutions to existing customers; our growth strategy and ability to compete; our ability to keep pace with technological change and evolving industry standards; our ability to adequately fund research and development, and introduce new solutions, enhance existing solutions and address new use cases; the sufficiency of our cash and cash equivalents, investments and cash provided by sales of our solutions to meet our liquidity needs; our ability to effectively sustain or manage our revenue growth and profitability; our ability to partner with third-party software vendors and system integrators; our ability to expand our international business operations and product sales; our ability to successfully identify, integrate and/or realize the benefits of strategic acquisitions or investments; our ability to successfully expand our existing marketing and sales capabilities, including further specializing our go-to-market organization; our ability to expand our product sales by promoting our brand and engaging channel partners; potential impacts of cybersecurity incidents to our reputation, customer relations and financial results; our ability to detect, minimize or prevent security breaches to our internal systems and our platforms; our ability to maintain the security and service performance of our and our third-party service providers’ systems or data or our customers’ data; the ability of our solutions to effectively integrate with third-party systems and technologies; our ability to maintain and protect our proprietary rights and intellectual property; our ability to comply with modified or new laws, regulations and industry standards; our ability to release the valuation allowance of our deferred tax assets in the United States; the attraction and retention of qualified employees and key personnel; the impact of recent accounting pronouncements on our financial statements; and our ability to successfully defend litigation or other claims brought against us. These forward-looking statements are made as of the date they were first issued and are based on current expectations and assumptions that are subject to a number of risks and uncertainties, which could cause our actual results to differ materially from those anticipated or implied by any forward-looking statements. Factors that could cause or contribute to such differences include, but not limited to, those discussed in “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in this Quarterly Report on Form 10-Q and our Annual Report on Form 10-K, as well as other documents that may be filed by us from time to time with the U.S. Securities and Exchange Commission (the “SEC”). We undertake no obligation to revise or publicly release the results of any revision to these forward-looking statements, except as required by law. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements.

PART I

Item 1. Financial Statements

OKTA, INC.

CONDENSED CONSOLIDATED BALANCE SHEETS

(dollars in millions, shares in thousands, except per share data)

	April 30, 2026 (unaudited)	January 31, 2026
Assets		
Current assets:		
Cash and cash equivalents	\$ 762	\$ 858
Short-term investments	1,827	1,695
Accounts receivable, net	386	687
Deferred commissions	170	171
Prepaid expenses and other current assets	161	233
Total current assets	3,306	3,644
Property and equipment, net	35	38
Operating lease right-of-use assets	59	65
Deferred commissions, noncurrent	324	332
Intangible assets, net	78	91
Goodwill	5,487	5,487
Other assets	58	53
Total assets	\$ 9,347	\$ 9,710
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	\$ 14	\$ 12
Accrued expenses and other current liabilities	99	104
Accrued compensation	120	213
Convertible senior notes, net	350	350
Deferred revenue	1,729	1,875
Total current liabilities	2,312	2,554
Operating lease liabilities, noncurrent	61	72
Deferred revenue, noncurrent	23	30
Other liabilities, noncurrent	52	55
Total liabilities	2,448	2,711
Commitments and contingencies (Note 7)		
Stockholders' equity:		
Preferred stock, par value \$0.0001 per share; 100,000 shares authorized; no shares issued and outstanding as of April 30, 2026 and January 31, 2026	—	—
Class A common stock, par value \$0.0001 per share; 1,000,000 shares authorized; 167,660 and 169,670 shares issued and outstanding as of April 30, 2026 and January 31, 2026, respectively	—	—
Class B common stock, par value \$0.0001 per share; 120,000 shares authorized; 7,687 shares issued and outstanding as of April 30, 2026 and January 31, 2026	—	—
Additional paid-in capital	9,383	9,553
Accumulated other comprehensive income	9	13
Accumulated deficit	(2,493)	(2,567)
Total stockholders' equity	6,899	6,999
Total liabilities and stockholders' equity	\$ 9,347	\$ 9,710

See Notes to Condensed Consolidated Financial Statements.

OKTA, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(dollars in millions, shares in thousands, except per share data)
(unaudited)

	Three Months Ended April 30,	
	2026	2025
Revenue:		
Subscription	\$ 750	\$ 673
Professional services and other	15	15
Total revenue	765	688
Cost of revenue:		
Subscription	150	136
Professional services and other	20	19
Total cost of revenue	170	155
Gross profit	595	533
Operating expenses:		
Research and development	163	154
Sales and marketing	278	237
General and administrative	98	103
Total operating expenses	539	494
Operating income	56	39
Interest expense	(1)	(1)
Interest income and other, net	23	30
Interest and other, net	22	29
Income before provision for income taxes	78	68
Provision for income taxes	4	6
Net income	\$ 74	\$ 62
Net income per share, basic	\$ 0.42	\$ 0.36
Net income per share, diluted	\$ 0.42	\$ 0.35
Weighted-average shares used to compute net income per share, basic	176,129	174,172
Weighted-average shares used to compute net income per share, diluted	177,699	181,754

See Notes to Condensed Consolidated Financial Statements.

OKTA, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in millions)
(unaudited)

	Three Months Ended April 30,	
	2026	2025
Net income	\$ 74	\$ 62
Other comprehensive income (loss):		
Net change in unrealized gains or losses on available-for-sale securities	(2)	2
Foreign currency translation adjustments	(2)	15
Other comprehensive income (loss)	(4)	17
Comprehensive income	<u>\$ 70</u>	<u>\$ 79</u>

See Notes to Condensed Consolidated Financial Statements.

OKTA, INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(dollars in millions, shares in thousands)
(unaudited)

	Three Months Ended April 30, 2026							
	Class A Common Stock		Class B Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount	Shares	Amount				
Balances as of January 31, 2026	169,670	—	7,687	—	\$ 9,553	\$ 13	\$ (2,567)	\$ 6,999
Issuance of common stock, net	1,017	—	—	—	3	—	—	3
Taxes withheld related to net share settlement of equity awards	—	—	—	—	(50)	—	—	(50)
Common stock repurchased	(3,027)	—	—	—	(242)	—	—	(242)
Stock-based compensation	—	—	—	—	119	—	—	119
Other comprehensive loss	—	—	—	—	—	(4)	—	(4)
Net income	—	—	—	—	—	—	74	74
Balances as of April 30, 2026	<u>167,660</u>	<u>—</u>	<u>7,687</u>	<u>—</u>	<u>\$ 9,383</u>	<u>\$ 9</u>	<u>\$ (2,493)</u>	<u>\$ 6,899</u>

	Three Months Ended April 30, 2025							
	Class A Common Stock		Class B Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount	Shares	Amount				
Balances as of January 31, 2025	165,650	—	7,809	—	\$ 9,219	\$ (12)	\$ (2,802)	\$ 6,405
Issuance of common stock, net	1,446	—	166	—	9	—	—	9
Taxes withheld related to net share settlement of equity awards	—	—	—	—	(54)	—	—	(54)
Conversion of Class B common stock to Class A common stock	65	—	(65)	—	—	—	—	—
Stock-based compensation	—	—	—	—	128	—	—	128
Other comprehensive income	—	—	—	—	—	17	—	17
Net income	—	—	—	—	—	—	62	62
Balances as of April 30, 2025	<u>167,161</u>	<u>—</u>	<u>7,910</u>	<u>—</u>	<u>\$ 9,302</u>	<u>\$ 5</u>	<u>\$ (2,740)</u>	<u>\$ 6,567</u>

See Notes to Condensed Consolidated Financial Statements.

OKTA, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)
(unaudited)

	Three Months Ended April 30,	
	2026	2025
Cash flows from operating activities:		
Net income	\$ 74	\$ 62
Adjustments to reconcile net income to net cash provided by operating activities:		
Stock-based compensation	117	128
Depreciation and amortization	25	24
Amortization of deferred commissions	45	36
Deferred income taxes	(1)	2
Other, net	3	1
Changes in operating assets and liabilities:		
Accounts receivable	300	274
Deferred commissions	(37)	(32)
Prepaid expenses and other assets	4	(16)
Operating lease right-of-use assets	5	4
Accounts payable	2	(2)
Accrued compensation	(94)	(93)
Accrued expenses and other liabilities	(5)	(6)
Operating lease liabilities	(8)	(7)
Deferred revenue	(153)	(134)
Net cash provided by operating activities	277	241
Cash flows from investing activities:		
Capitalized software	(5)	(2)
Purchases of property and equipment	(1)	(1)
Purchases of securities available-for-sale and other	(660)	(521)
Proceeds from maturities and redemption of securities available-for-sale	505	406
Proceeds from sales of securities available-for-sale and other	83	1
Payments for business acquisitions, net of cash acquired	—	(3)
Net cash used in investing activities	(78)	(120)
Cash flows from financing activities:		
Taxes paid related to net share settlement of equity awards	(48)	(54)
Repurchases of common stock	(248)	—
Proceeds from stock option exercises	3	9
Net cash used in financing activities	(293)	(45)
Effects of changes in foreign currency exchange rates on cash, cash equivalents and restricted cash	(2)	9
Net increase (decrease) in cash, cash equivalents and restricted cash	(96)	85
Cash, cash equivalents and restricted cash at beginning of period	864	415
Cash, cash equivalents and restricted cash at end of period	\$ 768	\$ 500
Supplementary cash flow disclosure:		
Cash paid during the period for:		
Operating leases	\$ 10	\$ 9
Non-cash activities:		
Operating lease right-of-use assets exchanged for lease liabilities	—	2
Reconciliation of cash, cash equivalents and restricted cash within the condensed consolidated balance sheets to the amounts shown in the condensed consolidated statements of cash flows above:		
Cash and cash equivalents	\$ 762	\$ 494
Restricted cash, current included in prepaid expenses and other current assets	1	—
Restricted cash, noncurrent included in other assets	5	6
Total cash, cash equivalents and restricted cash	\$ 768	\$ 500

See Notes to Condensed Consolidated Financial Statements.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(unaudited)

1. Overview and Basis of Presentation***Description of Business***

Okta, Inc. (the "Company") is the leading independent identity provider. The Company's Okta Platform and Auth0 Platform enable customers to securely connect the right people to the right technologies and services at the right time. For IT and security leaders, the Okta Platform governs the seamless and secure access by human users and non-human identities ("NHIs") to the applications they need to do their most important work. Developers leverage the Okta Platform and Auth0 Platform to securely and efficiently embed identity for both human users and, increasingly, artificial intelligence ("AI") agents into the software they build, allowing them to innovate and focus on their core mission. The Company is headquartered in San Francisco, California.

Basis of Presentation and Principles of Consolidation

The accompanying unaudited condensed consolidated financial statements, which include the accounts of the Company and its wholly owned subsidiaries, have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") for interim periods. Accordingly, they do not include all of the financial information and footnotes required by GAAP for complete financial statements. All intercompany balances and transactions have been eliminated in consolidation.

The condensed consolidated balance sheet as of January 31, 2026, included herein, was derived from the audited financial statements as of that date. In the opinion of the Company's management, the unaudited condensed consolidated financial statements reflect all normal recurring adjustments necessary for a fair statement of the results of operations for the interim periods presented but are not necessarily indicative of the results of operations to be anticipated for the full fiscal year ending January 31, 2027 or any future period.

The Company's fiscal year ends on January 31. References to fiscal 2027, for example, refer to the fiscal year ending January 31, 2027.

The condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes included in the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission ("SEC") on March 5, 2026.

Segments

The Company conducts business globally and is managed, operated and organized by major functional departments that operate on a consolidated basis. As a result, the Company operates as one reportable segment. The Company employs a Software-as-a-Service ("SaaS") business model and generates revenue primarily by selling multi-year subscriptions to its cloud-based offerings.

The Company's chief operating decision maker ("CODM") is the chief executive officer. The CODM utilizes consolidated GAAP and non-GAAP measures of profit and loss to evaluate the Company's overall performance and inform resource allocation to support strategic priorities and capital allocation needs. The profit and loss measure most consistent with GAAP used by the CODM is consolidated net income.

The CODM is regularly provided with budgeted expense information and consolidated expense data. Accordingly, significant segment expenses are inherently reflected in the condensed consolidated financial statements and related notes.

Use of Estimates

The preparation of condensed consolidated financial statements in conformity with GAAP requires estimates, judgments and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Estimates are based on historical experience and on other assumptions that management believes are reasonable under the circumstances. Actual results could vary from those estimates. The Company's most significant estimates include the valuation of deferred income tax assets,

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(unaudited)

uncertain tax positions, assets and liabilities acquired in business combinations and loss contingencies related to litigation.

2. Accounting Standards and Significant Accounting Policies

Significant Accounting Policies

For a summary of the Company's significant accounting policies refer to "Note 2. Summary of Significant Accounting Policies" of its Annual Report on Form 10-K for the fiscal year ended January 31, 2026.

Recent Accounting Pronouncements Not Yet Adopted

In November 2024, the FASB issued guidance requiring the disclosure, in the notes to financial statements, of specified disaggregated income statement expense information. This guidance is effective for annual periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating the impact of this guidance.

In September 2025, the FASB issued guidance to modernize the accounting for internal-use software costs to current development practices, clarifying when to begin capitalizing costs, and enhancing disclosure requirements. This guidance is effective for annual periods beginning after December 15, 2027, and interim reporting periods within those annual periods, with early adoption permitted. Entities can adopt the new standard using a prospective, modified, or retrospective transition approach. The Company is currently evaluating the impact of adopting this guidance, including the timing of adoption (early or standard) and the selection of an appropriate transition method.

3. Cash Equivalents and Investments

Cash Equivalents and Short-term Investments

In estimating fair value, the Company uses a three-tier fair value hierarchy as follows:

- **Level 1** — Valuations based on observable inputs that reflect quoted prices for identical assets or liabilities in active markets.
- **Level 2** — Valuations based on other inputs that are directly or indirectly observable in the marketplace.
- **Level 3** — Valuations based on unobservable inputs that are supported by little or no market activity.

The following tables present the estimated fair value of cash equivalents and short-term investments:

	As of April 30, 2026	As of January 31, 2026
	(dollars in millions)	
Cash equivalents:		
Money market funds (Level 1)	\$ 505	\$ 654
Certificates of deposit (Level 2)	19	—
U.S. government securities (Level 2)	—	16
Corporate debt securities (Level 2)	10	—
Total cash equivalents	534	670
Short-term investments (Available-for-sale):		
U.S. government securities (Level 2)	1,626	1,459
Corporate debt securities (Level 2)	155	180
Certificates of deposit (Level 2)	46	56
Total short-term investments	1,827	1,695
Total	\$ 2,361	\$ 2,365

OKTA, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)

(unaudited)

The following table presents the contractual maturities of the Company's short-term investments:

	As of April 30, 2026	
	Estimated Fair Value	
	(dollars in millions)	
Due within one year	\$	1,517
Due between one to five years		310
Total	\$	1,827

Interest receivable of \$22 million and \$24 million is included in Prepaid expenses and other current assets on the condensed consolidated balance sheets as of April 30, 2026 and January 31, 2026, respectively.

There were no material differences between the estimated fair value and amortized cost of cash equivalents and short-term investments as of April 30, 2026 and January 31, 2026.

For available-for-sale debt securities that have unrealized losses, there were no material credit or non-credit-related impairments for short-term investments as of April 30, 2026 and January 31, 2026.

Strategic Investments

Strategic investments primarily include equity investments in privately held companies, which do not have a readily determinable fair value. Strategic investments are classified as Level 3 in the fair value hierarchy as nonrecurring fair value measurements may include observable and unobservable inputs. As of April 30, 2026 and January 31, 2026, the balance of strategic investments was \$39 million and \$33 million, respectively.

4. Deferred Commissions

Sales commissions capitalized as contract costs totaled \$37 million and \$32 million for the three months ended April 30, 2026 and 2025, respectively. Amortization of contract costs totaled \$45 million and \$36 million for the three months ended April 30, 2026 and 2025, respectively.

5. Deferred Revenue and Performance Obligations

Deferred Revenue

Deferred revenue, which is a contract liability, consists primarily of payments received and accounts receivable recorded in advance of revenue recognition under the Company's contracts with customers and is recognized as the revenue recognition criteria are met.

Subscription revenue recognized during the three months ended April 30, 2026 and 2025 that was included in the deferred revenue balances at the beginning of the respective periods was \$696 million and \$627 million, respectively.

Transaction Price Allocated to the Remaining Performance Obligations

Transaction price allocated to the remaining performance obligations ("RPO") represents all future, non-cancelable contracted revenue that has not yet been recognized, inclusive of deferred revenue that has been invoiced and non-cancelable amounts that will be invoiced and recognized as revenue in future periods.

Total remaining non-cancelable performance obligations under subscription contracts with customers were \$4,719 million as of April 30, 2026. Of this amount, the Company expects to recognize revenue of \$2,499 million, or 53%, over the next 12 months, with the balance to be recognized as revenue thereafter.

6. Convertible Senior Notes, Net

Convertible Senior Notes

The 2026 convertible senior notes ("2026 Notes") are recorded at face value less unamortized debt issuance costs. As of April 30, 2026, the 2026 Notes are classified as current liabilities due to their upcoming maturity on June 15, 2026.

OKTA, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)

(unaudited)

Fair Value Measurements

As of April 30, 2026, the estimated fair value of the 2026 Notes, which are not recorded at fair value on the condensed consolidated balance sheets, was \$348 million.

The estimated fair value of the 2026 Notes, which are Level 2 financial instruments, was determined based on the quoted bid prices of the 2026 Notes in an over-the-counter market on the last available trading day of the reporting period.

7. Commitments and Contingencies

Legal Matters

From time to time in the normal course of business, the Company may be subject to various legal matters such as threatened or pending claims or proceedings. There were no such material matters as of April 30, 2026.

Warranties and Indemnification

To date, the Company has not incurred significant costs and has not accrued any material liabilities in the accompanying condensed consolidated financial statements as a result of its warranty and indemnification obligations.

8. Employee Incentive Plans and Stockholders' Equity

The Company's equity incentive plans provide for granting stock options, restricted stock units ("RSUs") and restricted stock awards ("RSAs") to employees, consultants, officers and directors and RSUs with market-based vesting conditions to certain executives. In addition, the Company offers an Employee Stock Purchase Plan ("ESPP") to eligible employees.

Stock-based compensation expense was recorded in the following cost and expense categories in the Company's condensed consolidated statements of operations:

	Three Months Ended April 30,	
	2026	2025
(dollars in millions)		
Cost of revenue		
Subscription	\$ 16	\$ 17
Professional services and other	2	3
Research and development	41	47
Sales and marketing	29	32
General and administrative	29	29
Total	\$ 117	\$ 128

The following table presents total unrecognized stock-based compensation expense related to outstanding equity awards as of April 30, 2026:

	Unrecognized Stock-based Compensation Expense (in millions)	Weighted-average remaining period (in years)
Unvested RSUs	\$ 763	2.3 years
Unvested RSAs	14	2.0 years
Unvested market-based RSUs	87	1.6 years
ESPP	10	0.6 years
Total	\$ 874	

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)

(unaudited)

Market-based Restricted Stock Units

In March 2026, the Company granted market-based RSUs to certain members of management. The target number of market-based RSUs granted was 396,603. One-third of these market-based RSUs vest over each of a one-, two- and three-year performance period, each starting on February 1, 2026. The number of shares that can be earned ranges from 0% to 200% of the target number of shares based on the relative performance of the per share price of the Company's common stock as compared to the Nasdaq Composite Index over the respective performance periods and subject to continuous employment through the vesting dates. The \$133.81 average grant date fair value per target market-based RSU was determined using a Monte Carlo simulation approach. Compensation expense for awards with market conditions is recognized over the service period using the accelerated attribution method and is not reversed if the market condition is not met.

Share Repurchase Program

In January 2026, the Company's board of directors (the "board") authorized a stock repurchase program (the "Share Repurchase Program") of up to \$1 billion of the Company's outstanding shares of Class A common stock. The Company may repurchase shares of its Class A common stock from time to time through open market purchases, in privately negotiated transactions, or by other means. Open market repurchases may be structured to occur in accordance with the requirements of Rule 10b-18. The Company may also, from time to time, enter into Rule 10b5-1 trading plans to facilitate repurchases of shares. The timing and the amount of stock repurchases under the Share Repurchase Program will be determined by the Company's management, based on its evaluation of factors including business and market conditions, corporate and regulatory requirements, and other considerations. The Share Repurchase Program does not obligate the Company to repurchase any specific number of shares and may be modified, suspended, or terminated at any time.

During the three months ended April 30, 2026, the Company repurchased and immediately retired 3,026,820 shares of its Class A common stock for an aggregate amount, including commissions, of \$241 million under the Share Repurchase Program. As of April 30, 2026, \$680 million of the originally authorized amount under the Share Repurchase Program remained available for future repurchases.

9. Income Taxes

For the three months ended April 30, 2026, the Company recorded a provision for income taxes of \$4 million on pretax income of \$78 million. The effective tax rate for the three months ended April 30, 2026 was 4.6%. The effective tax rate differs from the statutory rate primarily as a result of a full valuation allowance against the U.S. deferred tax assets, the favorable tax impact of the One Big Beautiful Bill Act (the "Act"), the tax effect of foreign operations, and U.S. federal and state taxes.

The Act was enacted on July 4, 2025. The Act, among other provisions, maintains the U.S. federal 21% corporate tax rate, makes permanent the immediate expensing of domestic research and development expenditures, allows for 100% bonus depreciation for qualified assets, and modifies the U.S. taxation of profits derived from foreign operations.

For the three months ended April 30, 2025, the Company recorded a provision for income taxes of \$6 million on pretax income of \$68 million. The effective tax rate for the three months ended April 30, 2025 was 8.5%. The effective tax rate differs from the statutory rate primarily as a result of a full valuation allowance against the U.S. deferred tax assets, the tax effect of foreign operations, and U.S. federal and state taxes.

OKTA, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)

(unaudited)

10. Net Income Per Share

The following tables present the calculation of basic and diluted net income per share. Net income is reported in millions and rounded from amounts in thousands; as a result, net income per share may not recalculate exactly due to rounding.

	Three Months Ended April 30,			
	2026		2025	
	Class A	Class B	Class A	Class B
(dollars in millions, shares in thousands, except per share data)				
Basic net income per share:				
Numerator:				
Net income, basic	\$ 71	\$ 3	\$ 59	\$ 3
Denominator:				
Weighted-average shares outstanding, basic	168,442	7,687	166,332	7,840
Net income per share, basic	\$ 0.42	\$ 0.42	\$ 0.36	\$ 0.36
Diluted net income per share:				
Numerator:				
Net income	\$ 71	\$ 3	\$ 59	\$ 3
Interest and other ¹	—	—	1	—
Reallocation of net income as a result of assumed conversion of Class B to Class A common shares	3	—	3	—
Net income, diluted	\$ 74	\$ 3	\$ 63	\$ 3
Denominator:				
Number of shares used in basic calculation	168,442	7,687	166,332	7,840
Weighted-average effect of diluted securities related to:				
Employee share-based awards	743	200	2,625	787
Convertible senior notes	627	—	4,170	—
Assumed conversion of Class B to Class A common shares	7,887	—	8,627	—
Number of shares used in diluted calculation	177,699	7,887	181,754	8,627
Net income per share, diluted	\$ 0.42	\$ 0.42	\$ 0.35	\$ 0.35

¹ Under the if-converted method, net income is adjusted to reflect the assumption that the convertible senior notes were converted at the beginning of the period.

Potentially dilutive securities excluded because they would be anti-dilutive were as follows:

	Three Months Ended April 30,	
	2026	2025
	(shares in thousands)	
Employee share-based awards	5,692	4,443
Convertible senior notes	—	—
Total	5,692	4,443

The Company entered into capped call transactions in connection with the issuance of the convertible senior notes. The effect of the capped calls was also excluded from the calculation of diluted net income per share as the effect of the capped calls would have been anti-dilutive.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)

(unaudited)

11. Business Combinations

On September 4, 2025, the Company acquired all of the outstanding equity of Axiom Security Ltd (“Axiom”), a privately held company specializing in privileged access management solutions. The acquisition of Axiom is expected to broaden the Company’s privileged access management capabilities. The acquisition date fair value of purchase consideration of \$54 million was paid in cash. The Axiom acquisition was accounted for as a business combination.

The Company recorded \$16 million for developed technology intangible assets with an estimated useful life of 3 years and preliminarily recorded \$40 million of goodwill, which is primarily attributed to the assembled workforce as well as the integration of Axiom’s technology and the Company’s technology. None of the goodwill is expected to be deductible for U.S. federal income tax purposes. The Company may continue to adjust the preliminary purchase price allocation after obtaining more information primarily relating to income-based taxes and residual goodwill through the measurement period, no more than one year from the date of acquisition.

This acquisition did not have a material impact on the Company’s condensed consolidated financial statements; therefore, historical and pro forma disclosures have not been presented.

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS****Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our condensed consolidated financial statements and related notes appearing elsewhere in this Quarterly Report on Form 10-Q and our Annual Report on Form 10-K. Amounts reported in millions are rounded based on the amounts in thousands. As a result, the sum of the components reported in millions may not equal the total amount reported in millions due to rounding. In addition, percentages presented may not add to their respective totals or recalculate due to rounding. In addition to historical financial information, the following discussion contains forward-looking statements that are based upon current plans, expectations and beliefs that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under the section titled "Risk Factors" under Part II, Item 1A of this Quarterly Report on Form 10-Q and Part I, Item 1A of our Annual Report on Form 10-K. Our fiscal year ends January 31. References to fiscal 2027, for example, refer to the fiscal year ending January 31, 2027.

Overview

We are the leading independent identity provider. Our Okta Platform and Auth0 Platform enable our customers to securely connect the right people to the right technologies and services at the right time. Every day, thousands of organizations and millions of people use our platforms to securely access a wide range of cloud, mobile, web and SaaS applications, on-premises servers, application programming interfaces ("APIs"), IT infrastructure providers, and services from a multitude of devices. For IT and security leaders, the Okta Platform governs the seamless and secure access by human users and non-human identities ("NHIs") to the applications they need to do their most important work. We are expanding these capabilities to include AI agents with the introduction of new product offerings currently in development and early access. Developers leverage our Okta Platform and Auth0 Platform to securely and efficiently embed identity for both human users and, increasingly, AI agents into the software they build, allowing them to innovate and focus on their core mission.

Our customers consist of leading global organizations ranging from the largest enterprises to small- and medium-sized businesses, universities, nonprofits and government agencies. We partner with a broad range of application, IT infrastructure and security vendors through our Okta Integration Network. As of April 30, 2026, we had over 7,000 integrations with these cloud, mobile and web applications and IT infrastructure and security vendors.

We employ a SaaS business model and generate revenue primarily by selling multi-year subscriptions to our cloud-based offerings. We focus on attracting and retaining our customers by building on and increasing the value we provide to them over time. This commitment to our customers' success helps drive increased customer investment in the number of users of our Okta Platform and Auth0 Platform and adoption of our additional product offerings. We sell our product offerings directly through our field and inside sales teams, as well as indirectly through our network of channel partners, including cloud marketplaces, resellers, system integrators and other distribution partners. Our subscription fees include the use of our service and our technical support and management of our platforms. We base subscription fees primarily on the solutions used and the number of users on our platforms. We typically invoice customers in advance in annual installments for subscriptions to our platforms.

Our revenue is relatively predictable as a result of our subscription-based business model, which constituted 98% of total revenue for the three months ended April 30, 2026. Future growth may be impacted by longer sales cycles, which we have experienced, which in turn, could result in delays in deals closing, creating near-term headwinds for cash flow, RPO and current RPO growth as well as potential future impacts on revenue growth and other key metrics on a trailing basis.

Impact of Cybersecurity Incidents

In the past we have experienced cybersecurity incidents, such as the January 2022 incident involving one of our third-party service providers and the October 2023 incident where a threat actor gained unauthorized access to and stole information from our third-party customer support system, that harmed our reputation and customer relations and adversely impacted our financial results. While we expect the impact of these security incidents to adversely affect our future financial performance, we cannot predict the extent of such impact with certainty. Due to

OKTA, INC.
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)**

the nature of our business, the announcement of any security incidents, even if not significant, could have these impacts.

Impact of Current Economic Conditions

Worldwide economic and political uncertainties and negative trends, including financial and credit market fluctuations, tariffs and increasing trade protectionism, changes in government spending levels, uncertainty in the banking sector, changing interest rates, inflation and other impacts from the macroeconomic environment have, and could continue to, adversely affect our business operations or financial results. As we continue to monitor the direct and indirect impacts of these circumstances, the broader implications of these macroeconomic and political events on our business, results of operations and overall financial position remain uncertain. See the section titled "[Risk Factors](#)" included under Part II, Item 1A below for further discussion of the possible impact of these factors and other risks on our business.

Components of Results of Operations

Revenue

Subscription Revenue. Subscription revenue primarily consists of fees for access to and usage of our cloud-based platforms and related support. Subscription revenue is driven primarily by the number of customers, the number of users per customer and the solutions used. We typically invoice customers in advance in annual installments for subscriptions to our platforms.

Professional Services and Other. Professional services revenue includes fees from assisting customers in implementing and optimizing the use of our solutions. These services include application configuration, system integration and training services.

We generally invoice customers as the work is performed for time-and-materials arrangements, and up front for fixed fee arrangements. Professional services revenue is recognized as the services are performed.

Overhead Allocation and Employee Compensation Costs

We allocate shared costs, such as facilities costs (including rent, utilities and depreciation on assets shared by all departments), certain information technology costs, security costs and recruiting costs to all departments based on headcount. As such, allocated shared costs are reflected in each of the cost of revenue and operating expense categories. Employee compensation costs reflected in each of the cost of revenue and operating expense categories include salaries, bonuses, compensation related taxes, benefits and stock-based compensation. Additionally included in the sales and marketing expense category are sales commissions and related taxes.

Cost of Revenue and Gross Margin

Cost of Subscription. Cost of subscription primarily consists of expenses related to hosting our services and providing support. These expenses include employee-related costs associated with our cloud-based infrastructure, our product security organization and our customer support organization, third-party hosting fees, software and maintenance costs, outside services associated with the delivery of our subscription services, amortization expense associated with capitalized internal-use software and acquired developed technology and allocated overhead.

We intend to continue to invest additional resources in our platform infrastructure, our platforms' support organizations and security posture. We will continue to invest in technology innovation and we anticipate that costs qualifying for capitalization of internal-use software costs and related amortization may fluctuate over time. We expect our investment in technology to expand the capability of our platforms, enabling us to improve our gross margin over time. The level and timing of investment in these areas could affect our cost of subscription revenue in the future.

Cost of Professional Services and Other. Cost of professional services and other consists primarily of employee-related costs for our professional services delivery team, travel-related costs, allocated overhead and costs of outside services associated with supplementing our professional services delivery team. The cost of providing professional services has historically been higher than the associated revenue we generate.

OKTA, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)

Gross Margin. Gross margin is gross profit expressed as a percentage of total revenue. Our gross margin may fluctuate from period to period as a result of the timing and amount of investments to expand our hosting capacity and our continued efforts to build platform support and professional services teams.

Operating Expenses

Research and Development. Research and development expenses consist primarily of employee compensation costs and allocated overhead. We believe that continued investment in our platforms is important for our growth.

Sales and Marketing. Sales and marketing expenses consist primarily of employee compensation costs, costs of general marketing and promotional activities, travel-related expenses, amortization expense associated with acquired customer relationships and trade names and allocated overhead. Commissions earned by our sales force that are considered incremental and recoverable costs of obtaining a contract with a customer are deferred and then amortized on a straight-line basis over a period of benefit that we have determined to be generally five years.

General and Administrative. General and administrative expenses consist primarily of employee compensation costs for finance, accounting, legal, information technology and human resources personnel. In addition, general and administrative expenses include acquisition and integration-related costs, non-personnel costs, such as legal, accounting and other professional fees, charitable contributions, allocated overhead and all other supporting corporate expenses.

Interest and Other, Net

Interest and other, net consists of interest income, which primarily includes income from our investment holdings, gains and losses from our strategic investments, and interest expense which consists of amortization of debt issuance costs and contractual interest expense for our convertible senior notes.

Provision for Income Taxes

Our provision for income taxes consists of federal and state income taxes in the United States and income taxes in certain foreign jurisdictions where we operate. We evaluate and update our estimated annual effective income tax rate on a quarterly basis based on current and forecasted operating results and enacted tax laws. The timing and mix of actual results compared to forecasted results may impact the timing of recognition of our provision for income taxes.

OKTA, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)

Results of Operations

The following table sets forth our results of operations for the periods presented:

	Three Months Ended April 30,	
	2026	2025
	(dollars in millions)	
Revenue:		
Subscription	\$ 750	\$ 673
Professional services and other	15	15
Total revenue	765	688
Cost of revenue:		
Subscription ⁽¹⁾	150	136
Professional services and other ⁽¹⁾	20	19
Total cost of revenue	170	155
Gross profit	595	533
Operating expenses:		
Research and development ⁽¹⁾	163	154
Sales and marketing ⁽¹⁾	278	237
General and administrative ⁽¹⁾	98	103
Total operating expenses	539	494
Operating income	56	39
Interest expense	(1)	(1)
Interest income and other, net	23	30
Interest and other, net	22	29
Income before provision for income taxes	78	68
Provision for income taxes	4	6
Net income	\$ 74	\$ 62

⁽¹⁾ Includes stock-based compensation expense as follows:

	Three Months Ended April 30,	
	2026	2025
	(dollars in millions)	
Cost of subscription revenue	\$ 16	\$ 17
Cost of professional services and other revenue	2	3
Research and development	41	47
Sales and marketing	29	32
General and administrative	29	29
Total stock-based compensation expense	\$ 117	\$ 128

OKTA, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)

The following table sets forth our results of operations for the periods presented as a percentage of our total revenue:

	Three Months Ended April 30,	
	2026	2025
Revenue		
Subscription	98 %	98 %
Professional services and other	2	2
Total revenue	100	100
Cost of revenue		
Subscription	20	20
Professional services and other	2	3
Total cost of revenue	22	23
Gross profit	78	77
Operating expenses		
Research and development	22	22
Sales and marketing	36	34
General and administrative	13	15
Total operating expenses	71	71
Operating income	7	6
Interest expense	—	—
Interest income and other, net	3	4
Interest and other, net	3	4
Income before provision for income taxes	10	10
Provision for income taxes	—	1
Net income	10 %	9 %

OKTA, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)

Comparison of the Three Months Ended April 30, 2026 and 2025

Revenue

	Three Months Ended April 30,		\$ Change	% Change
	2026	2025		
(dollars in millions)				
Revenue:				
Subscription	\$ 750	\$ 673	\$ 77	11 %
Professional services and other	15	15	—	1
Total revenue	\$ 765	\$ 688	\$ 77	11 %
Percentage of revenue:				
Subscription	98 %	98 %		
Professional services and other	2	2		
Total	100 %	100 %		

Three months ended

For the three months ended April 30, 2026, the increase in subscription revenue was primarily due to an increase in users and sales of additional solutions to existing customers and the addition of new customers. The increase in revenue was attributable to increased revenue from existing customers as reflected in our 107% Dollar-Based Net Retention Rate as of April 30, 2026 and an increase in the number of customers as detailed in our Key Business Metrics.

For the three months ended April 30, 2026, professional services and other revenue remained flat. We expect professional services and other revenue to decline as we shift more engagements to our partner ecosystem.

Cost of Revenue, Gross Profit and Gross Margin

	Three Months Ended April 30,		\$ Change	% Change
	2026	2025		
(dollars in millions)				
Cost of revenue:				
Subscription	\$ 150	\$ 136	\$ 14	9 %
Professional services and other	20	19	1	6
Total cost of revenue	\$ 170	\$ 155	\$ 15	9 %
Gross profit	\$ 595	\$ 533	\$ 62	12 %
Gross margin:				
Subscription	80 %	80 %		
Professional services and other	(33)	(27)		
Total gross margin	78 %	77 %		

Three months ended

For the three months ended April 30, 2026, cost of subscription revenue increased primarily due to an increase in hosting fees of \$8 million and labor costs of \$3 million.

Our gross margin for subscription revenue remained flat.

For the three months ended April 30, 2026, cost of professional services and other revenue increased due to an increase in labor costs.

OKTA, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)

Our gross margin for professional services and other revenue decreased to (33)% for the three months ended April 30, 2026 compared to (27)% for the three months ended April 30, 2025 due to an increase in labor costs.

Operating Expenses

Research and Development Expenses

	Three Months Ended April 30,		\$ Change	% Change
	2026	2025		
	(dollars in millions)			
Research and development	\$ 163	\$ 154	\$ 9	6 %
Percentage of revenue	22 %	22 %		

Three months ended

For the three months ended April 30, 2026, research and development expenses increased due to an increase in labor costs of \$11 million and hosting fees of \$3 million, offset by a decrease in stock-based compensation expense of \$6 million.

Sales and Marketing Expenses

	Three Months Ended April 30,		\$ Change	% Change
	2026	2025		
	(dollars in millions)			
Sales and marketing	\$ 278	\$ 237	\$ 41	18 %
Percentage of revenue	36 %	34 %		

Three months ended

For the three months ended April 30, 2026, sales and marketing expenses increased primarily due to increases in labor costs of \$30 million, marketing costs of \$6 million and travel costs of \$3 million, offset by a decrease in stock-based compensation expense of \$3 million. We expect our sales and marketing expenses will continue to be our largest operating expense category for the foreseeable future.

General and Administrative Expenses

	Three Months Ended April 30,		\$ Change	% Change
	2026	2025		
	(dollars in millions)			
General and administrative	\$ 98	\$ 103	\$ (5)	(5)%
Percentage of revenue	13 %	15 %		

Three months ended

For the three months ended April 30, 2026, general and administrative expenses remained relatively flat. The decrease in general and administrative as a percentage of total revenue was primarily driven by improved spend efficiency. We expect general and administrative expenses as a percentage of total revenue to decrease as our total revenue grows.

OKTA, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)

Interest and Other, Net

	Three Months Ended April 30,		\$ Change	% Change
	2026	2025		
	(dollars in millions)			
Interest expense	\$ (1)	\$ (1)	\$ —	(55)%
Interest income and other, net	23	30	(7)	(26)
Interest and other, net	<u>\$ 22</u>	<u>\$ 29</u>	<u>\$ (7)</u>	<u>(25)%</u>

Three months ended

For the three months ended April 30, 2026, interest and other, net decreased primarily due to lower interest income from our short-term investment holdings. We expect interest income to decrease in fiscal 2027 as we deploy investable cash to fund our Share Repurchase Program and settle our 2026 Convertible Senior Notes obligation.

Provision for Income Taxes

	Three Months Ended April 30,		\$ Change	% Change
	2026	2025		
	(dollars in millions)			
Provision for income taxes	\$ 4	\$ 6	\$ (2)	(38)%

Three months ended

For the three months ended April 30, 2026, our provision for income taxes decreased by \$2 million. This change was primarily driven by favorable tax impacts resulting from the enactment of the One Big Beautiful Bill Act ("the Act") on July 4, 2025. The Act, among other provisions, maintains the U.S. federal 21% corporate tax rate, makes permanent the immediate expensing of domestic research and development expenditures, allows for 100% bonus depreciation for qualified assets, and modifies the U.S. taxation of profits derived from foreign operations.

We periodically evaluate the realizability of our deferred tax assets based on all available evidence, both positive and negative. The realization of the net deferred tax assets is dependent on our ability to generate sufficient future taxable income during the periods prior to the expiration of tax attributes to fully utilize these assets. Given our current and anticipated future earnings, we may release a significant portion of our valuation allowance in the foreseeable future if there is sufficient positive evidence that outweighs the negative evidence. The release of the valuation allowance would result in the recognition of certain deferred tax assets and a corresponding decrease to income tax expense for the period the release is recorded. However, the exact timing and amount of any potential valuation allowance release remains uncertain and is subject to change on the basis of the level of profitability that we are able to actually achieve. As of April 30, 2026, we continue to maintain a full valuation allowance on our deferred tax assets in the United States.

OKTA, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)

Key Business Metrics

We review a number of operating and financial metrics, including the following key metrics, to evaluate our business, measure our performance, identify trends affecting our business, formulate business plans and make strategic decisions.

	As of April 30,	
	2026	2025
	(dollars in millions)	
Customers with annual contract value ("ACV") above \$100,000	5,180	4,870
Dollar-based net retention rate for the trailing 12 months ended	107 %	106 %
Current remaining performance obligations	\$ 2,499	\$ 2,227
Remaining performance obligations	\$ 4,719	\$ 4,084

Number of Customers with Annual Contract Value Above \$100,000

The number of customers who have greater than \$100,000 in annual contract value ("ACV") with us was 5,180 and 4,870 as of April 30, 2026 and 2025, respectively. We expect this trend to continue as larger enterprises recognize the value of our platforms and replace their legacy identity access management infrastructure. We define a customer as a separate and distinct buying entity, such as a company, an educational or government institution, or a distinct business unit of a large company that has an active contract with us or one of our partners to access our platforms. For purposes of determining our customer count, we do not include customers that use our platforms under self-service arrangements only.

Dollar-Based Net Retention Rate

Part of our ability to generate revenue is dependent upon our ability to maintain our relationships with our customers and to increase their utilization of our platforms. We believe we can achieve these goals by focusing on delivering value and functionality that enables us to both retain our existing customers and expand the number of users and solutions used within an existing customer. One way that we assess our performance in this area is by measuring our Dollar-Based Net Retention Rate. Our Dollar-Based Net Retention Rate measures our ability to increase revenue across our existing customer base through expansion of users and solutions associated with a customer as offset by churn and contraction in the number of users and/or solutions associated with a customer.

Our Dollar-Based Net Retention Rate is based upon our ACV, which is calculated based on the terms of that customer's contract and represents the total contracted annual subscription amount as of that period end. We calculate our Dollar-Based Net Retention Rate as of a period end by starting with the ACV from all customers as of twelve months prior to such period end ("Prior Period ACV"). We then calculate the ACV from these same customers as of the current period end ("Current Period ACV"). Current Period ACV includes any upsells and is net of contraction or churn over the trailing twelve months but excludes ACV from new customers in the current period. We then divide the Current Period ACV by the Prior Period ACV to arrive at our Dollar-Based Net Retention Rate. Our Dollar-Based Net Retention Rate is inclusive of ACV from self-service customers.

Our Dollar-Based Net Retention Rate is primarily attributable to our healthy gross retention, an expansion of users and upselling additional solutions within our existing customers. Larger enterprises often implement a limited initial deployment of our platforms before increasing their deployment on a broader scale.

Remaining Performance Obligations ("RPO")

RPO represent all future, non-cancelable, contracted revenue under our subscription contracts with customers that has not yet been recognized, inclusive of deferred revenue that has been invoiced and non-cancelable amounts that will be invoiced and recognized as revenue in future periods. Current RPO represents the portion of RPO expected to be recognized during the next 12 months. RPO fluctuates due to a number of factors, including the timing, duration and dollar amount of customer contracts and fluctuations in foreign currency exchange rates.

OKTA, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)

Liquidity and Capital Resources

As of April 30, 2026, our principal sources of liquidity were cash, cash equivalents and short-term investments totaling \$2,589 million, which were held for working capital and general corporate purposes, including potential future acquisition activity. Our cash equivalents and investments consisted primarily of U.S. government securities, money market funds, corporate debt securities and certificates of deposit.

Recent macroeconomic events, including changes in interest rates, global inflation and bank failures, have led to further economic uncertainty in the global economy. To mitigate risk, our cash and cash equivalents are distributed across large financial institutions. In addition, we have policy restrictions in place on the types of securities that can be purchased as part of our available-for-sale securities portfolio. These restrictions take credit quality, liquidity and diversification into consideration among other criteria. We continue to monitor the impacts of this situation; however, there can be no assurances that conditions in the banking sector and in global financial markets will not worsen and/or adversely affect us.

In January 2026, our board authorized a stock repurchase program of up to \$1 billion of our outstanding shares of Class A common stock. We have repurchased and may continue to repurchase shares of our Class A common stock from time to time through open market purchases, in privately negotiated transactions, or by other means. Open market repurchases may be structured to occur in accordance with the requirements of Rule 10b-18. We may also, from time to time, enter into Rule 10b5-1 trading plans to facilitate repurchases of shares. The timing and the amount of stock repurchases under the Share Repurchase Program will be based on our evaluation of factors including business and market conditions, corporate and regulatory requirements, and other considerations. The Share Repurchase Program does not obligate us to repurchase any specific number of shares and may be modified, suspended, or terminated at any time. During the three months ended April 30, 2026, we repurchased and immediately retired 3,026,820 shares of our Class A common stock for an aggregate amount, including commissions, of \$241 million under the Share Repurchase Program. As of April 30, 2026, \$680 million of the originally authorized amount under the Share Repurchase Program remained available for future repurchases.

We satisfy employee tax withholding obligations due upon the vesting of share-based awards through net share settlement using available cash. This practice reduces our equity dilution rate and impacts liquidity as our cash requirements for these obligations are primarily driven by the market price of our Class A common stock at the time of vesting. During the three months ended April 30, 2026 and April 30, 2025, cash paid to satisfy these employee tax withholding obligations was \$48 million and \$54 million, respectively.

In June 2020, we completed our private offering of the 2026 Notes due on June 15, 2026 and received aggregate gross proceeds of \$1,150 million. The interest rate on the 2026 Notes is fixed at 0.375% per year and is payable semi-annually in arrears on June 15 and December 15 of each year, beginning on December 15, 2020. In connection with the 2026 Notes, we used a portion of the proceeds to enter into capped call transactions ("2026 Capped Calls") with respect to our Class A common stock. As of April 30, 2026, the outstanding principal balance of the 2026 Notes of \$350 million is classified as a current liability due to their upcoming maturity on June 15, 2026 and we have elected to settle the principal amount of the 2026 Notes in cash.

We believe our existing cash and cash equivalents, our investments and cash provided by sales of our solutions will be sufficient to meet our short-term and long-term projected working capital and capital expenditure needs for the foreseeable future. Our future capital requirements will depend on many factors, including our subscription growth rate, subscription renewal activity, billing frequency, the timing and extent of spending to support development efforts, the expansion of sales and marketing activities, the expansion of our international operations, the introduction of new and enhanced product offerings, and the continuing market adoption of our platforms. We continue to assess our capital structure and evaluate the merits of deploying available cash. We may in the future enter into arrangements to acquire or invest in complementary businesses, services and technologies, including intellectual property rights; additionally, we have repurchased, and may in the future, repurchase shares of our Class A common stock from time to time under our Share Repurchase Program. We may be required to seek additional equity or debt financing. In the event that additional financing is required from outside sources, we may not be able to raise it on terms acceptable to us or at all. If we are unable to raise additional capital or generate cash flows necessary to expand our operations and invest in new technologies, this could reduce our ability to compete successfully and harm our results of operations.

OKTA, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)

A significant majority of our customers pay in advance for annual subscriptions. Therefore, a substantial source of our cash is from our deferred revenue, which is included on our condensed consolidated balance sheet as a liability. Deferred revenue consists of the unearned portion of billed fees for our subscriptions, which is recognized as revenue in accordance with our revenue recognition policy. As of April 30, 2026, we had deferred revenue of \$1,752 million, of which \$1,729 million was recorded as a current liability and is expected to be recorded as revenue in the next 12 months, provided all other revenue recognition criteria have been met.

Cash Flows

The following table summarizes our cash flows for the periods indicated:

	Three Months Ended	
	April 30,	
	2026	2025
	(dollars in millions)	
Net cash provided by operating activities	\$ 277	\$ 241
Net cash used in investing activities	(78)	(120)
Net cash used in financing activities	(293)	(45)
Effects of changes in foreign currency exchange rates on cash, cash equivalents and restricted cash	(2)	9
Net increase (decrease) in cash, cash equivalents and restricted cash	\$ (96)	\$ 85

Operating Activities

Our largest source of operating cash is cash collections from our customers for subscription and professional services. Our primary uses of cash from operating activities are for employee-related expenditures, marketing expenses and third-party hosting costs.

During the three months ended April 30, 2026, cash provided by operating activities was \$277 million, an increase of \$36 million compared to the three months ended April 30, 2025. The increase was primarily attributable to an increase in cash received from customers and improved spend efficiency.

Investing Activities

During the three months ended April 30, 2026, cash used in investing activities was \$78 million compared to cash used in investing activities of \$120 million during the three months ended April 30, 2025. The change was primarily driven by higher proceeds from sales, maturities and redemption of available-for-sale securities partially offset by higher purchases of securities available-for-sale.

Financing Activities

During the three months ended April 30, 2026, cash used in financing activities was \$293 million, an increase of \$248 million compared to the three months ended April 30, 2025. The increase was primarily attributable to an increase in common stock repurchases. The cash outlay for common stock repurchases and taxes paid on net share settlement of equity awards are generally predicated on the closing price of our stock on the respective transaction dates.

Material Cash Requirements

There were no significant changes outside the ordinary course of business to our material cash requirements disclosed in our Annual Report on Form 10-K for the fiscal year ended January 31, 2026.

Indemnification Agreements

In the ordinary course of business, we enter into agreements of varying scope and terms pursuant to which we agree to indemnify customers, vendors, lessors, business partners and other parties with respect to certain matters, including, but not limited to, losses arising out of the breach of such agreements, services to be provided by us or from intellectual property infringement claims made by third parties. In addition, we have entered into

OKTA, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)

indemnification agreements with our directors and certain officers and employees that will require us, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors, officers or employees. No material demands have been made upon us to provide indemnification under such agreements and there are no claims that we are aware of that could have a material effect on our condensed consolidated balance sheets, condensed consolidated statements of operations, condensed consolidated statements of comprehensive income, or condensed consolidated statements of cash flows.

Critical Accounting Estimates

There have been no significant changes to our critical accounting estimates for the three months ended April 30, 2026 from those discussed in our Annual Report on Form 10-K for the fiscal year ended January 31, 2026.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Foreign Currency Exchange Risk

The functional currencies of our foreign subsidiaries are the respective local currencies. Most of our sales are denominated in U.S. dollars, and therefore our revenue is not currently subject to significant foreign currency risk. Our operating expenses are denominated in the currencies of the countries in which our operations are located, which are primarily in the United States, Canada, United Kingdom, and Australia. Our condensed consolidated results of operations and cash flows are, therefore, subject to fluctuations due to changes in foreign currency exchange rates and may be adversely affected in the future due to changes in foreign exchange rates. To date, we have not entered into any hedging arrangements with respect to foreign currency risk or other derivative financial instruments. During the three months ended April 30, 2026 and 2025, a hypothetical 10% change in foreign currency exchange rates applicable to our business would not have had a material impact on our condensed consolidated financial statements.

Interest Rate Risk

We had cash, cash equivalents and short-term investments totaling \$2,589 million as of April 30, 2026, of which \$2,361 million was invested in U.S. government securities, money market funds, corporate debt securities and certificates of deposit. Our cash and cash equivalents are held for working capital and general corporate purposes, including potential future acquisition activity. Our short-term investments are made for capital preservation purposes. We do not enter into investments for trading or speculative purposes.

Our cash equivalents and our investment portfolio are subject to market risk due to changes in interest rates. Fixed rate securities may have their market value adversely affected due to a rise in interest rates. Due in part to these factors, our future investment income may fall short of our expectations due to changes in interest rates or we may suffer losses in principal if we are forced to sell securities that decline in market value due to changes in interest rates. However, because we classify our short-term investments as “available-for-sale,” no gains are recognized due to changes in interest rates. As losses due to changes in interest rates are generally not considered to be credit-related changes, no losses in such securities are recognized due to changes in interest rates unless we intend to sell, it is more likely than not that we will be required to sell, we sell prior to maturity, or we otherwise determine that all or a portion of the decline in fair value is due to credit-related factors.

As of April 30, 2026, a hypothetical 10% relative change in interest rates would not have had a material impact on the value of our cash equivalents or investment portfolio. Fluctuations in the value of our cash equivalents and investment portfolio caused by a change in interest rates (gains or losses on the carrying value) are recorded in other comprehensive income, and are realized only if we sell the underlying securities prior to maturity.

Convertible Senior Notes

In June 2020, we issued the 2026 Notes due June 15, 2026 with a principal amount of \$1,150 million. Concurrently with the issuance of the 2026 Notes, we entered into separate capped call transactions. The 2026 Capped Calls were completed to reduce the potential dilution from the conversion of the 2026 Notes. As of April 30, 2026, the outstanding principal balance of the 2026 Notes of \$350 million is classified as a current liability due to their upcoming maturity on June 15, 2026.

The 2026 Notes have a fixed annual interest rate of 0.375%; accordingly, we do not have economic interest rate exposure on the 2026 Notes. However, the fair value of the 2026 Notes is exposed to interest rate risk. Generally, the fair market value of the 2026 Notes will increase as interest rates fall and decrease as interest rates rise. In addition, the fair value of the 2026 Notes fluctuates when the market price of our common stock fluctuates. The fair value was determined based on the quoted bid price of the 2026 Notes in an over-the-counter market on the last available trading day of the reporting period. See [Note 6](#) to our condensed consolidated financial statements “Convertible Senior Notes, Net” for additional information. Changes in the interest rate environment upon maturity of this fixed rate debt could have an effect on our future cash flows and earnings, depending on whether the debt is replaced with other fixed rate debt, variable rate debt or equity.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on such evaluation, our principal executive officer and principal financial officer have concluded that, as of such date, our disclosure controls and procedures were effective at a reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the period covered by this Quarterly Report on Form 10-Q that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

Our management, including our principal executive officer and principal financial officer, does not expect that our disclosure controls or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well-conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the controls. The design of any system of controls is also based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Part II. OTHER INFORMATION

Item 1. Legal Proceedings

The information set forth under “Legal Matters” in [Note 7](#) to our condensed consolidated financial statements, “Commitments and Contingencies” is incorporated by reference herein.

Item 1A. Risk Factors

Our business, results of operations, financial condition, reputation, growth prospects and stock price can be materially and adversely affected by a number of risks and uncertainties, whether currently known or unknown, including those described under “Risk Factors” in Part I, Item 1A of our Annual Report on Form 10-K filed with the Securities and Exchange Commission (“SEC”) on March 5, 2026 (the “2026 Form 10-K”). There have been no material changes to the Company’s risk factors since the 2026 Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchases of Equity Securities

Share repurchases of our Class A common stock for the three months ended April 30, 2026 were as follows:

<i>Period</i>	<i>Total Number of Shares Purchased (in thousands)</i>	<i>Average Price Paid Per Share⁽¹⁾</i>	<i>Total Number of Shares Purchased as Part of Publicly Announced Program (in thousands)</i>	<i>Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program⁽²⁾ (in millions)</i>
February 1 - 28	480	\$ 85.00	480	\$ 880
March 1 - 31	1,908	78.10	1,908	731
April 1 - 30	639	79.85	639	680
First Quarter 2027	3,027	\$ 79.56	3,027	\$ 680

⁽¹⁾ Includes related commissions.

⁽²⁾ On January 5, 2026, our board authorized a program to repurchase up to \$1 billion of our common stock.

Item 5. Other Information

Rule 10b5-1 Trading Arrangements

During the three months ended April 30, 2026, the following director and executive officers adopted Rule 10b5-1 trading arrangements intended to satisfy the affirmative defense of Rule 10b5-1(c) of the Exchange Act (the “10b5-1 Plan”):

- On April 8, 2026, Todd McKinnon, Chairperson and Chief Executive Officer, adopted a 10b5-1 Plan that provides for the sale of up to 97,083 shares of our Class A common stock, plus an indeterminable number of shares to be acquired upon the future vesting of RSUs. The 10b5-1 Plan allows for sales from July 8, 2026 until all shares are sold or March 31, 2027, whichever occurs first.
- On April 8, 2026, Brett Tighe, Chief Financial Officer, adopted a 10b5-1 Plan that provides for the sale of up to 80,000 shares of our Class A common stock held by Mr. Tighe in his individual capacity and as trustee for the Loomis Tighe Family Living Trust. The 10b5-1 Plan allows for sales from September 2, 2026 until all shares are sold or October 27, 2026, whichever occurs first.

Item 6. Exhibits

We have filed the exhibits listed on the accompanying Exhibit Index, which is incorporated herein by reference.

EXHIBIT INDEX

Exhibit Number	Exhibit Description	Incorporated by Reference from Form
3.1	Amended and Restated Certificate of Incorporation.	Exhibit 3.2 to Form S-1 filed on March 13, 2017
3.2	Amended and Restated Bylaws, as adopted on June 20, 2024.	Exhibit 3.1 to Form 8-K filed on June 24, 2024
10.1#	Okta Fiscal Year 2027 Sales Incentive Terms and Conditions.	Filed herewith
10.2#	Transition and Separation Agreement, dated April 21, 2026, between Larissa Schwartz and Okta, Inc.	Filed herewith
31.1	Certification of the Chief Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed herewith
31.2	Certification of the Chief Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed herewith
32.1*	Certification of the Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Furnished herewith
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.	Filed herewith
101.SCH	Inline XBRL Taxonomy Extension Schema Document	Filed herewith
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	Filed herewith
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	Filed herewith
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	Filed herewith
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	Filed herewith
104	Cover Page Interactive Data File (formatted as inline XBRL with applicable taxonomy extension information contained in Exhibits 101.)	Filed herewith

Indicates management contract or compensatory plan, contract or agreement.

* The certifications furnished in Exhibit 32.1 hereto are deemed to accompany this Quarterly Report on Form 10-Q and will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, except to the extent that the registrant specifically incorporates it by reference.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Okta, Inc.

May 28, 2026

/s/ Brett Tighe
Brett Tighe
Chief Financial Officer

FY27 Sales Incentive Terms and Conditions

1. Introduction

This Sales Incentive Terms and Conditions (collectively with your Individual Commission Plan (“ICP”) or other commission-based goals) (the “Plan”) outlines the terms and conditions of the Okta Fiscal Year 2027 Sales Compensation Plan. The Plan starts effective 1st February 2026. This applies to all employees (“Plan Participant,” “you” or “your”) of Okta, Inc. (“Okta” or the “Company”) eligible to participate in the Plan. In addition to your base salary, Okta will pay a sales incentive, as described in this Plan, pursuant to any ICP or other commission-based goal adopted by the Incentive Design Steering Group (the “IDSG”). Please refer to your ICP or any other document provided to you by the IDSG that includes your commission-based goal for specific information about your sales Quota and other components of your incentive compensation.

2. Plan Period and Plan Administration

The Plan Period is effective as of February 1, 2026 through January 31, 2027. The Plan remains in effect until amended or superseded by a written document approved and issued by the IDSG. The IDSG, in its sole discretion, makes all determinations with respect to this Plan, all ICPs or any other commission-based goals adopted hereunder, including but not limited to, determining goals, territories, metrics, determinations of achievement and payout under ICPs or other commission-based goals approved for a Plan Participant and any exceptions, revisions, deletions, or modifications to the Plan. Any such alterations will be communicated to the Plan Participant in writing. For the avoidance of doubt, when used in the Plan, the term writing includes email or other forms of electronic communication.

The Plan, together with any ICP or other commission-based goals approved by the IDSG from time to time for a Plan Participant, constitutes the entire agreement between the parties with respect to sales incentive compensation and supersedes all prior agreements and understandings related to sales incentive compensation, whether written or oral.

3. Eligibility and Participation

To participate in the Plan, you must meet the following criteria:

1. Be employed by Okta and must be designated as eligible by the IDSG.
2. In addition, you must, in a timely fashion, sign, date and agree to the terms of (1) the Plan; (2) the ICP Acknowledgment Form or other acknowledgement form relating to any other commission-based goals approved by the IDSG for you.
3. To be eligible for payments pursuant to this Plan and any ICP or other commission-based goals approved by the IDSG for you hereunder, you must comply with Okta’s policies, procedures and instructions, as determined by Okta in its sole discretion. You must take reasonable steps to become fully informed and knowledgeable about all Okta policies, procedures and instructions.

4. Definitions

Term	Definition
IDSG	The Incentive Design Steering Group (IDSG) has sole and absolute discretion to make all sales incentive and commission determinations for Okta and its subsidiaries. This includes, without limitation, all determinations under this Plan, any ICP, or other commission-based goals. All decisions, interpretations, and calculations made by the IDSG shall be final, conclusive, and binding upon all Participants. The IDSG, comprised of representatives from Finance, HR, Operations, and Go-To-Market leadership, maintains the authority to delegate administrative responsibilities under the Plan at its discretion.
ICP	Authorized sale of Okta’s Products to new or existing customers which generates Qualifying Bookings. All sales must comply with Okta’s revenue recognition policy, and if the structure of any contract alters the ability of Okta to recognize revenue, Okta reserves the right to reduce the value of a Sale to the amount which will be able to be recognized as revenue. In such case, during Okta’s approval of the proposed contract as required herein, Okta will notify you prior to any proposed contract being signed if the structure of the contract will conflict with Okta’s revenue recognition policy.

Qualifying Bookings

The net amount of all fees resulting from a closed Sale with a negotiated, agreed upon and bilaterally executed contract. The executed contract must be approved pursuant to Okta's applicable legal and sales processes currently in place and as amended from time-to-time. In order to be considered a Qualified Booking, the start date of the contract must be within 30 days from the date of the contract is executed. To the extent the start date of the contract is delayed more than 30 days from the date the contract is executed, the executed contract will not become a Qualified Booking until 30 days prior to the start date of the contract. Qualifying Bookings can include both new customers and up-sells to existing customers (where an existing customer purchases additional user licenses, upgrades its edition, or otherwise contracts for additional fees over its initial purchase).

Incentive Eligibility

ARR: The opportunity must be accurately reflected and set to the "Closed-Won" stage within Salesforce. The transaction must result in a net-positive increase to the company's Annual Recurring Revenue (ARR). Consequently, transactions that do not contribute incremental ARR, such as flat renewals or contract downgrades are not considered eligible for incentive.

Multi-Year Backing Credit: While \$0 ARR transactions generally do not trigger immediate cash commissions, they may qualify for Quota Credit under the following condition:

- Multi-Year Recognition: Transactions with a value of \$0 ARR (often associated with future-dated service starts or backlog) are eligible for Multi-Year quota credit, provided they are part of a legally binding multi-year commitment.

Qualifying Booking Close Date

The date on which a closed Sale becomes a Qualified Booking and is reflected in Okta's customer relationship management systems (CRM) and enterprise resource planning systems (ERP).

Quota	An individualized target for sales of Products and/or Services that sets forth Okta's expectation of the Qualifying Bookings and other metrics as may be identified in your ICP to be generated by you during a specified time period.
Quota Credit	Credit calculated in accordance with the Plan to be applied towards the Commission based on Participant's Quota achievement and Measures specified in a Plan Document. All Credit shall be reviewable and subject to pre-approval by the IDSG.
Commission Calculations	Commissions are calculated for each measurement period based on Measures included in your Plan Document. In accordance with your Plan Document, Commissions may include base and accelerated commissions rates.

5. Commission Payment

All commission payments are subject to adjustments for a period of up to 180 days. Additionally, commission payments are subject to clawback for cancellation and/or non-payment by the customer without limitation to the aforementioned 180-days. To the extent permitted by law, the adjustments or clawback amounts to be recovered may be recovered from the Participant's future incentive payments, salary paychecks, or termination pay until fully recovered. Pursuant to any ICP or other commission-based goals adopted by the IDSG for you hereunder, the Company will pay your Commissions based on Quota attainment, calculated and paid in advance on Qualifying Bookings in the pay period following the Qualifying Booking Closed Date, each as determined in the sole discretion of the IDSG.

For detailed information on Qualifying Booking credit and how it is calculated, please review the current Okta [FY27 Bookings Policy](#).

Commission statements will be provided electronically to Plan Participants. If you prefer a paper copy, your Incentive Plan Document is available in Xactly. All sales team members are responsible for the timely review of their commission credit statements in Xactly. Any disputes or adjustment inquiries must be submitted within 30 calendar days from the respective CRM opportunity Close Date. Dispute/adjustment requests submitted after this 30-day window are required to be submitted for GTMComp Review and shall be reviewable and subject to pre-approval by the IDSG.

6. Employee Status Changes

The impact of various employment changes on your incentive eligibility is summarized below:

Event	Impact on Commission Eligibility
New hires, promotions, and transfers	The Company will determine if and when a new hire, newly promoted or transferred employee is eligible to participate in the Plan. To the extent you transfer to a non-commission eligible position, you will be paid all Commission earned as of your official transfer date subject to applicable law.

**Internal Transfer Policy
(Commissionable to Non-
Commissionable)**

Cessation of Incentive Eligibility : Upon the effective date of a transfer from a Commissionable Role to a Non-Commissionable Role (the 'Transfer Date'), the Participant's participation in the Sales Incentive Plan (SIP) shall cease.

Final Participation & Payout : Participants remain eligible to receive earned commission payouts for the final performance period during which they were active in the Sales Incentive Plan (SIP). Payments will be processed in accordance with the standard payroll calendar following the close of the Participant's final commissionable period. The specific timing of the final payout is subject to the unique components of the Participant's compensation plan and the verified availability of performance data.

Recovery of Commission Deficits (Clawbacks) : In instances where a Participant has a deficit commission balance (including, but not limited to, unearned draws, returned commissions from de-booked deals, or credit adjustments) at the time of transfer, the following recovery protocols apply:

Right of Recovery : The Company reserves the right to recover the full value of the deficit balance from any subsequent compensation due to the Participant. To the maximum extent permitted by applicable local, state, or federal law, the Company may deduct the deficit amount from:

- Remaining salary paychecks in the new role.
- Bonus or variable pay earned under a different plan.
- Final termination pay (if the Participant subsequently leaves the Company).

Consent : By participating in the Sales Incentive Plan, the Participant acknowledges and consents to these recovery provisions as a condition of their incentive eligibility.

Transfers within Commission Roles

Plan Effective Dates: This is subject to the "15th of the Month" Rule.

Balance Transfers & Recoveries: Any outstanding negative balances, such as unrecouped draws or deficit carry-overs from a previous role, will transfer to the Participant's new role. These amounts will be deducted from the first available earnings in the new plan. Furthermore, the Participant remains responsible for any commission clawbacks related to their previous role. Such amounts will be deducted from earnings in the Participant's current role as they occur.

Target Incentive Change

Participants will receive a revised incentive plan document with the new variable incentive which will reflect the revised commission rates on a go-forward basis

Effective Incentive Plan Start date: 15th of the Month Rule

Participants who are hired on or before the 15th of the month, will be put on the Plan effective the first day of that month. Participants who are hired after the 15th of the month will be put on the Plan effective the first day of the next month. Participants will not be eligible for variable compensation until their Plan start date.

Terminations

Upon termination of your employment, you will be paid all earned and calculable Commission up to your termination date, if any, in accordance with the terms of your ICP and subject to applicable law. To the extent your earned Commission is not calculable on your termination date, it will be paid within a reasonable period after calculated and in accordance with the payroll schedule.

Garden Leave

Upon the start of Garden Leave, your eligibility to earn new commissions, bonuses, or variable pay immediately stops. These situations are handled on a case-by-case basis at the Company's discretion. For further clarification, please contact gtmcomp@okta.com.

Quota Modifications

Okta may modify Quotas in the event a Participant's ability to achieve Quota as set forth in a Plan Document is materially impacted due to an extraordinary event, change in business conditions, or other significant event as determined by Okta in its sole discretion. All Quota modifications must be approved by the IDSG and the Executive Leadership of Sales. A new Plan Document will be issued to the Participant when there are quota modifications.

7. Variable Pay Leave of Absence Policy

To the extent any Participant takes a leave of absence from Okta, the Participant will be paid any Commission earned during the leave of absence in accordance with the FY27 Variable Pay Leave of Absence Policy. The IDSG, in its sole discretion, may award a split Commission on sales that are not deemed Qualifying Bookings prior to the Participant's leave. Please refer to the FY27 Variable Pay Leave of Absence Policy for additional details regarding parental leave and other approved leaves of absence.

8. Draw Policy

A. Recoverable Draw

- **Purpose and Eligibility:** As part of their Incentive Compensation Plan (ICP), employees in eligible roles may receive a Recoverable Draw. This is a guaranteed advance against future commissions, designed to provide predictable income at the start of the fiscal year while systems are being configured.
 - **How the Draw Works:** During the draw period, you will receive a pre-determined monthly draw payment on the standard commission payout schedule. This payment is an advance and is not considered earned wages until offset by commissions.
-

- The Advanced Recoverable Draw will be paid back to the Company through offsets from future commissions.
- Amounts advanced are a prepayment of wages and are not earned at the time of payment.
- Recoverable draw payments will immediately be offset by all commissions earned including SPIFFs.
- Once the Company recovers the total recoverable draw amount for the month, you will then be eligible to earn and be paid any additional monies you qualify for under your commission plan.
- If the amount of commission calculated under the commission plan exceeds your draw amount, you will be paid the difference in accordance with the Company's standard commission schedule.
- In the event of termination, Okta reserves the right to recover any unpaid draw balance from salary paychecks and termination pay until fully recovered, to the extent permitted by law.

B. Non-Recoverable Draw

- **Purpose and Eligibility:** A Non-Recoverable Draw is a guaranteed minimum payment provided to certain new hires to ensure income stability during their initial ramp-up period. This draw is available only to new employees in designated roles. Eligibility and the specific draw amount will be explicitly documented in the employee's official offer letter. The draw is provided for the first three (3) full calendar months of employment.
 - **Draw Calculation and Payment:**
 - The monthly Target Incentive is calculated based on the number of days within the month.
 - If you have no earned commissions during this period, the full draw amount will be paid to you.
 - If your earned commissions are less than the non-recoverable draw, you will receive as a draw the difference between your earned commissions and the non-recoverable draw for that month.
-

- If your earned commissions exceed the non-recoverable draw, you will receive no draw payment for that month.
- Additionally, if total commissions earned during the draw period exceeds the full value of the draw, any future draw payments will cease.
- Draw payments are aligned with commissions and paid one month in arrears.
- At the time your employment with the Company ends, regardless of the reason, you will not need to repay the Company any amount of the draw you've received to date. Should you terminate during any month that you are eligible for the non-recoverable draw, your non-recoverable draw will be calculated based on the number of days worked in the month.
- If your start date is before the 15th of the month, then your draw eligibility will commence the first of the month in which you are hired, with the first draw payment being at the end of the month following your start date.
- If your start date is after the 15th of the month, then your draw eligibility will commence on the 1st of the month following your start date with the first draw payment being at the end of the second month following your start date.

9. Windfall Policy

The Sales Incentive Plan is based on management's ability to accurately forecast and set realistic quotas that enable management to recognize and reward the Participant's performance.

Unexpected scenarios, including but not limited to an un-forecasted deal or transaction where the Participant had little influence on any single deal or transaction with an opportunity amount greater than or equal to the amount of your annual or un-ramped quota, will be subject to review by the IDSG. The IDSG, in their sole discretion, will determine the amount of the incentive payable with respect to any such windfall transaction, and you may not receive standard commission rates for such deals. Options for determining such an amount include, but are not limited to, full quota credit with no quota adjustment, full quota credit with a quota adjustment, or a separate payout.

10. Plan Governance and Interpretation

In the event that any provision of this Plan shall be invalid, illegal, or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

To the extent there is any disagreement between you and Okta concerning whether a Sale has been made and, if so, the amount of the Qualifying Bookings from such Sale and/or how the Qualifying Bookings from such Sale shall be recognized and paid out to you, the IDSG shall resolve such dispute in its sole and absolute discretion.

11. Plan Changes

The IDSG has sole and absolute discretion to make all determinations under this Plan and all ICPs and other commission-based goals adopted hereunder. This includes, without limitation, the right to modify the Plan, any ICPs and other commission-based goals, and the terms and conditions applicable to the same at any point in time. Plan Participants will be provided with written notification of any changes. In the event of such changes, however, Okta will continue to apply the then-current Plan to Qualifying Bookings closed prior to the change.

The IDSG also reserves the right to modify customer account lists or territory at any time and in its sole discretion. A Participant who receives a change in accounts or territory during the Plan Period will retain all Commission earned through the effective date of the change, subject to all other terms and conditions in the Plan.

12. Rights and Restrictions

The Plan will not be deemed to give you the right to employment at Okta, nor will the Plan interfere with the right of Okta to discharge you at any time with or without cause. This Plan does not constitute a contract of employment. For United States employees, you are an "at-will" employee of Okta and may resign or be terminated from your employment with Okta at any time, with or without cause, for any reason.

You are required to comply with the Company's policies including the Anti-Corruption Policy and Code of Conduct and are prohibited from assigning or giving any part of your compensation or any other consideration to any person or customer as an

inducement or gratuity in aiding you to obtain an order, or accepting any gratuity or other consideration from third parties when engaged in sales and marketing activities. By signing each Acknowledgement Form under this Plan, you also agree that you have not and will not enter into a side agreement of any nature with a customer. Violation of these policies will be cause for appropriate disciplinary action, up to and including immediate termination.

13. Foreign Exchange Policy

For Participants employed by a foreign entity of the Company, you will receive an incentive plan with on-target payments, quotas and corresponding rates in the appropriate local currency in which you are paid. The currency conversion rate used is fixed at the beginning of the fiscal year. These rates will be reviewed and may be changed periodically by the Finance department as needed.

Wiki link: [FY27 Exchange Rates](#)

14. Governing Policies for Sales Credit and Commission

Policy Clarification Process

Participants should direct initial questions regarding policy interpretation to their direct manager. If further clarification is required, the manager must escalate the inquiry to the GTM Compensation team, which is responsible for providing all official policy interpretations to ensure consistent application across the organization.

Exception Requests

Any request for an exception to the stated policies must be formally submitted by management with a documented business justification to the Incentive Design Steering Committee. The IDSG has the sole authority to review and grant exceptions, and its decisions are final.

15. Acknowledgment

By participating in this Plan, you acknowledge and agree to the terms herein, including the Company's right to modify the Plan and the IDSG's sole discretion in all matters of incentive compensation.

16. Plan Inquiries and Interpretation

All inquiries, requests for clarification, or disputes concerning the interpretation and application of the FY27 Sales Incentive Terms and Conditions must be submitted in writing to the Global Sales Compensation Team at gtmcomp@okta.com.

April 20, 2026

Dear Larissa:

This Transition and Separation Agreement (the “Agreement”) confirms the agreement between you and Okta, Inc. (the “Company”) regarding your transition and separation of employment from the Company and the resolution of any disputes you have against the Company.

1. Transition and Separation. Your anticipated employment termination date with the Company is January 31, 2027 (the “Termination Date”). Effective as of July 31, 2026 (the “Transition Date”) you shall cease to be an officer of the Company. Subject to the other conditions of this Agreement, from your Transition Date to your Termination Date (the “Transition Period”), you will remain employed by the Company as a senior advisor, and will assist the Company with the transition of your duties and responsibilities and provide such other advice and services within your expertise as reasonably requested by the Company. You agree not to represent or purport to represent the Company during the Transition Period in any manner whatsoever to any third party or enter into any contract or commitment on behalf of the Company during the Transition Period. During the Transition Period, you will not be allowed to provide services to any other third parties without the written approval of the Chief Executive Officer of the Company, which approval shall not be unreasonably withheld, and provided further that the work does not present a conflict of interest. You and the Company anticipate that, provided you comply with the terms and conditions of this Agreement, comply with your agreements with the Company that continue to apply, comply with all Company policies and remain in good standing with the Company, (i) from the date of this Agreement through the Transition Date, you will remain a Company employee and the Company will continue to pay you your current base salary, less all applicable withholdings and other required deductions, you will continue to vest in your outstanding equity, as applicable, that you hold pursuant to the Company’s equity plans according to the terms of the agreements pursuant to which such equity was issued, subject to any waivers of vesting acceleration contained in this Agreement, and the Company will continue to provide you with your Company-sponsored benefits, provided that you remain eligible under the terms and conditions of the applicable benefits plans and (ii) from the Transition Date through the Termination Date, all of the foregoing terms in clause (i) shall continue to apply, except that instead of your current base salary, the Company will pay you a base salary at the rate of \$21,483.21 per month (prorated for partial service), less all applicable withholdings and other required deductions. Notwithstanding the foregoing, you understand that your employment remains at will. If your employment terminates earlier than the anticipated Termination Date, that earlier date will become the “Termination Date” for the purposes of this Agreement and its Exhibit A.

2. Equity. All options that you hold to purchase shares of the Company’s common stock pursuant to the Company’s 2009 Stock Plan or 2017 Equity Incentive Plan (“2017 Plan”) or in each case any predecessor plans, that are not vested as of the Termination Date shall lapse without consideration on that date and will not be exercisable. The exercise of any vested stock options, if any, shall be subject to the terms of the Company’s 2009 Stock Plan or 2017 Plan, as applicable, including, without limitation, the time limits on exercise. Pursuant to the terms of the 2017 Plan and the restricted stock unit (“RSU”) and performance stock unit (“PSU”) award agreements thereunder, all RSUs and PSUs granted to you that are not vested as of the Termination Date shall be automatically cancelled without consideration as of such date. This section is not intended to modify in any respect the rights to which you would otherwise be entitled if you were not to agree to this Agreement or the terms governing stock options and RSUs.

YOU UNDERSTAND THAT NEITHER THIS AGREEMENT NOR THE COURSE OF YOUR EMPLOYMENT WITH THE COMPANY, OR ANY OTHER SERVICE TO THE COMPANY, GIVE OR GAVE YOU ANY RIGHT, CONTINUING OR OTHERWISE, TO THE REVENUES AND/OR PROFITS OF THE COMPANY AND/OR ANY OTHER RELEASED PARTIES OR ANY OTHER



INTEREST, ECONOMIC OR OTHERWISE, IN THE COMPANY AND/OR ANY OTHER RELEASED PARTIES.

3. Severance. In exchange for executing and not revoking the Second Release, which is attached as Exhibit A, you will receive the severance as specified in the Second Release ("Severance"), provided you timely sign and return the Second Release and all other specified requirements are met. If you obtain a new role at the Company before your anticipated Termination Date, the offer of severance in the Second Release is withdrawn and you are no longer eligible for the severance set forth in the Second Release.

4. Your General Release. In consideration for the arrangements set forth in this Agreement, you hereby waive and release to the maximum extent permitted by applicable law any and all claims or causes of action, whether known or unknown, against the Company, and/or its predecessors, successors, past, present or future subsidiaries, affiliated companies, investors, or related entities (collectively, including the Company, the "Entities") and/or the Entities' respective past, present or future insurers, officers, directors, agents, attorneys, employees, stockholders, assigns and employee benefit plans (collectively with the Entities, the "Released Parties"), with respect to any matter, including, without limitation, any matter related to your employment with the Company or the termination of that employment relationship.

This waiver and release includes, without limitation, claims under the Employee Retirement Income Security Act (ERISA); federal and state WARN Act claims; claims for attorneys' fees or costs; any and all claims for stock, stock options, restricted stock units, or other equity securities of the Company; penalties claims; wage and hour claims; statutory claims; tort claims; contract claims; Constitutional claims; claims of wrongful discharge, constructive discharge, emotional distress, defamation, invasion of privacy, fraud, breach of contract, and breach of the covenant of good faith and fair dealing; claims for retaliation; claims related to discrimination or harassment based on any protected basis under Title VII of the Civil Rights Act, the Americans with Disabilities Act, or any other federal, state, or local law prohibiting discrimination, harassment or retaliation, and claims under all other federal, state and local laws, ordinances and regulations.

You covenant not to sue the Released Parties for any of the claims released above, agree not to participate in any class, collective, representative, or group action that may include any of the claims released above, and will affirmatively opt out of any such class, collective, representative or group action. Further, you agree not to participate in, seek to recover in, or assist in any litigation or investigation by other persons or entities against the Released Parties, except as required by law and/or otherwise permitted by this Agreement.

By signing this Agreement, you waive any right to bring a lawsuit against the Released Parties and any right to individual monetary recovery. However, nothing in this Agreement precludes you from initiating or participating in any investigation or proceeding before any government agency or body and you do not need to provide notice to or obtain authorization from the Company to do so. Further, nothing in this Agreement (a) is intended to impede your ability to report possible securities law violations to the government or to receive a monetary award from a government administered whistleblower-award program, or (b) waives your right to testify or prohibits you from testifying in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment when you have been required or requested to attend the proceeding pursuant to a court order, subpoena or written request from an administrative agency or applicable state legislature. This waiver and release covers only those claims that arose prior to your execution of this Agreement. The waiver and release does not apply to any claim which, as a matter of law, cannot be released by private agreement. If any provision of the waiver and release is found to be unenforceable, it shall not affect the



enforceability of the remaining provisions, and all remaining provisions shall be enforceable to the fullest extent permitted by law.

5. Waiver of Unknown Claims. You understand and acknowledge that you are releasing potentially unknown claims, and that you may have limited knowledge with respect to some of the claims being released. You acknowledge that there is a risk that, after signing this Agreement, you may learn information that might have affected your decision to enter into this Agreement. You assume this risk and all other risks of any mistake in entering into this Agreement. You agree that this Agreement is fairly and knowingly made. In addition, you expressly waive and release any and all rights and benefits under Section 1542 of the Civil Code of the State of California (or any analogous law of any other state), which reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

6. No Admission. Nothing in this Agreement shall constitute or be treated as an admission by the Company or Released Parties of any liability, wrongdoing, or violation of law.

7. Continuing Obligations. At all times in the future, you will remain bound by and agree to comply with your Proprietary Information and Inventions Agreement and/or Employee Non-Disclosure and Invention Assignment Agreement that you executed in connection with your employment with the Company (the "Confidentiality Agreement"). You reaffirm and agree to observe and abide by the terms of the Confidentiality Agreement, specifically including the provisions therein regarding nondisclosure of the Company's trade secrets and confidential and proprietary information, which is a material condition to receipt of the consideration under this Agreement. You acknowledge that during the course of your employment with the Company you have had access to a number of highly confidential materials and you specifically represent that you shall refrain from using any such confidential information in the future. You affirm that by your Termination Date you will return all documents and other items provided to you by the Company, developed or obtained by you in connection with your employment with the Company, or otherwise belonging to the Company. For the avoidance of doubt, you understand that pursuant to the federal Defend Trade Secrets Act of 2016, you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to their attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

8. Return of Company Property. You agree that by the Termination Date, you will return to the Company any and all Company property in your possession or control, including, without limitation, equipment, documents (in paper and electronic form), data, notes, key cards, and credit cards, and that you will return and/or, if incapable of being returned, you will delete, destroy, and finally purge all Company property that you stored in electronic form or media (including, but not limited to, any Company property stored in a cloud environment or in your personal computer, USB drives or in any other device that will remain in your possession after the Termination Date), except that for any property incapable of being returned, you agree to preserve any such Company property that is subject to any applicable hold notices. Your receipt of the Severance is contingent upon compliance with this provision.



9. Non-Disparagement. To the fullest extent permitted by law and except as otherwise provided in this Agreement, in exchange for the Severance, you agree that you will not disparage or encourage or induce others to disparage the Company or any of the Released Parties. For the purpose of this Agreement, “disparage” includes, without limitation, making comments or statements online, or to any person or entity that would adversely affect in any manner (a) the conduct of the business of the Company or any of the Released Parties (including, but not limited to, any business plans or prospects) or (b) the reputation of the Company or any of the Released Parties. Nothing in this Agreement (x) prohibits you or the Company from providing truthful information as required or permitted by law, including in a legal proceeding or a government investigation, (y) as applicable, prevents you from exercising rights under Section 7 of the National Labor Relations Act to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection; or (z) prevents you from discussing or disclosing information about harassment, discrimination or any other conduct that you have reason to believe is unlawful, an unfair employment practice or in violation of a clear mandate of public policy.

10. Cooperation. During the term of this Agreement, you agree to fully cooperate with the Company and its counsel for any legal matter about which you have information based on your employment with the Company. Cooperation includes, for example, interviews, review of documents, attendance at meetings, providing testimony, or providing documents to the Company.

11. Arbitration Agreement. You and the Company agree that any and all claims or disputes arising out of or relating to this Agreement shall be resolved by final, binding and confidential arbitration before a single arbitrator remotely (or at another mutually agreeable location) conducted under the Judicial Arbitration and Mediation Services (JAMS) Streamlined Arbitration Rules & Procedures, which can be reviewed at <http://www.jamsadr.com/rules-streamlined-arbitration/>. Before engaging in arbitration, you and the Company agree to first attempt to resolve the dispute informally or with the assistance of a mediator. You and the Company each acknowledge that by agreeing to this arbitration procedure, you and the Company waive the right to resolve any such dispute, claim or demand through a trial by jury or judge or by administrative proceeding. The arbitrator, and not a court, shall also be authorized to determine arbitrability, except as provided herein. The arbitrator may in his or her discretion award attorneys’ fees and costs to the prevailing party. All claims or disputes must be submitted to arbitration on an individual basis and not as a representative, class and/or collective action proceeding on behalf of other individuals. Any issue concerning the validity of this representative, class and/or collective action waiver must be decided by a Court and if for any reason it is found to be unenforceable, the representative, class and/or collective action claim may only be heard in Court and may not be arbitrated. Claims will be governed by their applicable statutes of limitations. This arbitration agreement does not cover any action seeking only emergency, temporary or preliminary injunctive relief (including a temporary restraining order) in a court of competent jurisdiction in accordance with applicable law to protect a party’s confidential or trade secret information. This arbitration agreement shall be governed by and construed and interpreted in accordance with the Federal Arbitration Act.

12. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to you or made on your behalf under the terms of this Agreement. You agree and understand that you are responsible for payment, if any, of local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. You further agree to indemnify and hold the Company harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company caused solely by your failure to pay or delayed payment of federal or state taxes.

13. Entire Agreement. You agree that this Agreement constitutes the entire agreement and understanding between you and the Company or any affiliate of the Company, with respect to the subject



matter hereof and supersedes all prior and contemporaneous written or oral agreements, discussions, representations, warranties or understandings between you and the Company or any affiliate of the Company, including, but not limited to, any offer letter and any incentive compensation agreement entered into by and between you and the Company, and the Company's Executive Severance Plan; provided, however, that nothing in this Agreement modifies, supersedes, voids, or otherwise alters your Confidentiality Agreement, any arbitration agreement entered into by and between you and the Company, other documents specifically identified in this Agreement (except as expressly modified herein), or any other continuing obligations you owe the Company which survive the termination of your employment. This Agreement may be modified only in a written document signed by you and a duly authorized officer of the Company.

14. Governing Law. Except as to the arbitration provision, this Agreement shall be construed and interpreted in accordance with the laws of the State of California.

15. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and such invalidity or unenforceability shall not affect any other provision of this Agreement, the balance of which will remain in and have its intended full force and effect; provided, however that if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

16. Miscellaneous. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement. You and the Company agree that execution via DocuSign or a similar service, or of a scanned image, shall have the same force and effect as execution of an original, that an electronic signature or scanned image of a signature shall be deemed an original and valid signature, and that the Agreement may not be challenged on the basis of such signatures. You represent that you have made no assignment or transfer of any right, claim, complaint, charge, duty, obligation, demand, cause of action, or other matter waived or released by this Agreement.

You have a right to consult with an attorney regarding this Agreement. To accept this Agreement, please sign and date this Agreement and return it to the Chief People Officer by the fifth business day after the date at the top of page 1 (the "Deadline"). This Agreement is effective on the date you sign it (the "Effective Date").



My agreement with the terms and conditions of this Agreement is signified by my signature below. Furthermore, I acknowledge that I have read and understand this Agreement, that I have a right to consult with an attorney regarding this Agreement, and that I sign this release of all claims knowingly and voluntarily, with full appreciation that at no time in the future may I pursue any of the rights I have waived in this Agreement.

Signed /s/ Larissa Schwartz Dated: 4/21/2026
Larissa Schwartz

Signed /s/ Rebecca Port Dated: 4/21/2026
Okta, Inc.



Exhibit A Second Release

This second release agreement ("Second Release"), which is Exhibit A to your transition and separation agreement (the "Agreement," your first release agreement), is entered into by and between Okta, Inc. (the "Company") and you, Larissa Schwartz. Any term not otherwise defined in this Second Release shall have the meaning set forth in the Agreement.

1. Severance. Subject to, and in consideration for, your timely execution and non-revocation of the Second Release, and provided you have not obtained a new role at the Company before your anticipated termination date and you comply with all the terms and conditions of the Agreement and Second Release, the Company will provide you with the following ("Severance"):

The Company will pay you a lump sum severance payment equal to \$386,697.78, which equals nine months of your base salary when you were a Company officer, less all applicable withholdings and deductions, which will be paid to you within 30 days after the Second Release Effective Date as defined below.

2. Your General Release. In consideration for receiving the Severance, you hereby waive and release to the maximum extent permitted by applicable law any and all claims or causes of action, whether known or unknown, against the Company and/or its predecessors, successors, past, present or future subsidiaries, affiliated companies, investors, or related entities (collectively, including the Company, the "Entities") and/or the Entities' respective past, present or future insurers, officers, directors, agents, attorneys, employees, stockholders, assigns and employee benefit plans (collectively with the Entities, the "Released Parties"), with respect to any matter, including, without limitation, any matter related to your employment with the Company or the termination of that employment relationship.

This waiver and release includes, without limitation, claims under the Employee Retirement Income Security Act (ERISA); WARN Act claims (federal or state); claims for attorneys' fees or costs; any and all claims for stock, stock options, restricted stock units, or other equity securities of the Company; penalties claims; wage and hour claims; statutory claims; tort claims; contract claims; Constitutional claims; claims of wrongful discharge, constructive discharge, emotional distress, defamation, invasion of privacy, fraud, breach of contract, and breach of the covenant of good faith and fair dealing; claims for retaliation; claims related to discrimination or harassment based on any protected basis under Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, or any other federal, state, or local law prohibiting discrimination, harassment or retaliation, and claims under all other federal, state and local laws, ordinances and regulations.

You covenant not to sue the Released Parties for any of the claims released above, agree not to participate in any class, collective, representative, or group action that may include any of the claims released above, and will affirmatively opt out of any such class, collective, representative or group action. Further, you agree not to participate in, seek to recover in, or assist in any litigation or investigation by other persons or entities against the Released Parties, except as required by law and/or otherwise permitted by this Second Release.

By signing this Second Release, you waive any right to bring a lawsuit against the Released Parties and any right to individual monetary recovery. However, nothing in this Second Release precludes you from initiating or participating in any investigation or proceeding before any government agency or body and you do not need to provide notice to or obtain authorization from the Company to do so. Further, nothing in this Second Release (a) is intended to impede your ability to



report possible securities law violations to the government or to receive a monetary award from a government administered whistleblower-award program, or (b) waives your right to testify or prohibits you from testifying in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment when you have been required or requested to attend the proceeding pursuant to a court order, subpoena or written request from an administrative agency or applicable state legislature. This waiver and release covers only those claims that arose prior to your execution of this Second Release. The waiver and release does not apply to any claim which, as a matter of law, cannot be released by private agreement. If any provision of the waiver and release is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and all remaining provisions shall be enforceable to the fullest extent permitted by law.

3. Waiver of Unknown Claims. You understand and acknowledge that you are releasing potentially unknown claims, and that you may have limited knowledge with respect to some of the claims being released. You acknowledge that there is a risk that, after signing this Second Release, you may learn information that might have affected your decision to enter into this Second Release. You assume this risk and all other risks of any mistake in entering into this Second Release. You agree that this Second Release is fairly and knowingly made. In addition, you expressly waive and release any and all rights and benefits under Section 1542 of the Civil Code of the State of California (or any analogous law of any other state), which reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

4. ADEA Waiver. You acknowledge that you are knowingly and voluntarily waiving and releasing any rights you may have under the federal Age Discrimination in Employment Act ("ADEA Waiver") and that the consideration given for the ADEA Waiver is in addition to anything of value to which you are already entitled. You further acknowledge that: (a) your ADEA Waiver does not apply to any claims that may arise after you sign this Second Release; (b) you should consult with an attorney prior to executing this Second Release; (c) you have at least 21 calendar days within which to consider this Second Release (although you may choose to execute it earlier, though not before your Termination Date); (d) you have 7 calendar days following the execution of the Second Release to revoke it; and (e) the Second Release will not be effective until the eighth day after you sign it, provided that you have not revoked it ("Second Release Effective Date"). To revoke the Second Release, you must email a written notice of revocation to the Chief People Officer prior to the end of the 7-day period. You agree that any modifications, material or otherwise, made to this Second Release do not restart or affect in any manner the original 21-day consideration period, which is 21 calendar days from your notification date (the last day of such consideration period or within five business days after your Termination Date, whichever is later, is the "Second Release Deadline"). You acknowledge that your consent to this Second Release is knowing and voluntary. The severance offer will be automatically withdrawn if you do not sign the Second Release by the Second Release Deadline.

5. No Other Monies Owed. You acknowledge and agree that you have been timely paid all of your wages and other remuneration earned through the Termination Date. You acknowledge and agree that, prior to the execution of this Second Release, you were not entitled to receive any further payments or benefits from the Company in connection with your employment other than the benefits required pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA") and similar state law, and the only payments and benefits that you are entitled to receive from the Company in the future are those specified in this Second Release. You specifically represent that you are not due to receive any commissions or other incentive compensation from the Company, other than commissions, if any, that have yet to become calculable. You acknowledge that you have no unreimbursed business expenses. You



agree that you did not suffer an injury covered by workers' compensation in the course and scope of your employment with the Company.

6. Return of Company Property. You warrant and represent that you have returned any and all Company property in your possession or control, including, without limitation, equipment, documents (in paper and electronic form), data, notes, key cards, and credit cards, and that you have returned and/or, if incapable of being returned, you have deleted, destroyed, and finally purged all Company property that you stored in electronic form or media (including, but not limited to, any Company property stored in a cloud environment or in your personal computer, USB drives or in any other device that will remain in your possession after the Termination Date), except that for any property incapable of being returned, you agree to preserve any such Company property that is subject to any applicable hold notices. Receipt of the Severance is contingent on your compliance with this provision.

7. Incorporation. You and the Company agree that the Agreement's provisions regarding No Admission, Continuing Obligations, Non-Disparagement, Non-Disclosure, Cooperation, Arbitration Agreement, Tax Consequences, Breach, Governing Law, Severability, and Counterparts are incorporated herein and apply to this Second Release.

8. Entire Agreement. You agree that this Second Release, together with the Agreement, constitutes the entire agreement and understanding between you and the Company or any affiliate of the Company, with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral agreements, discussions, representations, warranties or understandings between you and the Company or any affiliate of the Company; provided, however, that nothing in this Second Release modifies, supersedes, voids, or otherwise alters your Confidentiality Agreement, any arbitration agreement entered into by and between you and the Company, other documents specifically identified in the Agreement (except as expressly modified therein), or any other continuing obligations you owe the Company which survive the termination of your employment. This Second Release may be modified only in a written document signed by you and a duly authorized officer of the Company.

You have a right to consult with an attorney regarding this Second Release. To accept this Second Release, you must sign and return it by the Second Release Deadline.



The parties knowingly and voluntarily sign this Second Release.

Date: _____	_____ Larissa Schwartz DO NOT SIGN BEFORE YOUR TERMINATION DATE
Date: _____	For Okta, Inc. _____ By:

**CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a) OF
THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

I, Todd McKinnon, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Okta, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 28, 2026

/s/ Todd McKinnon

Todd McKinnon

Chief Executive Officer

(Principal Executive Officer)

**CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a) OF
THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

I, Brett Tighe, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Okta, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 28, 2026

/s/ Brett Tighe

Brett Tighe

Chief Financial Officer

(Principal Financial Officer)

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350), Todd McKinnon, Chief Executive Officer of Okta, Inc. (the "Company"), and Brett Tighe, Chief Financial Officer of the Company, each hereby certifies that, to the best of his knowledge:

1. The Company's Quarterly Report on Form 10-Q for the quarterly period ended April 30, 2026, to which this Certification is attached as Exhibit 32.1 (the "Periodic Report"), fully complies with the requirements of Section 13(a) or Section 15(d) of the Exchange Act; and
2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 28, 2026

/s/ Todd McKinnon

Todd McKinnon

Chief Executive Officer

(Principal Executive Officer)

/s/ Brett Tighe

Brett Tighe

Chief Financial Officer

(Principal Financial Officer)