

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

**FORM S-8
REGISTRATION STATEMENT**
*Under
The Securities Act of 1933*

Okta, Inc.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

100 First Street, Suite 600

San Francisco, California 94105
(Address of Registrant's Principal Executive Offices)

**Auth0, Inc. 2014 Equity Incentive Plan
Auth0, Inc. Phantom Unit Plan**
(Full title of the plan)

Todd McKinnon
Chief Executive Officer
100 First Street, Suite 600
San Francisco, California 94105
(888) 722-7871

(Name, address and telephone number of agent for service)

Copies to:

Richard A. Kline
Sarah Axtell
Latham & Watkins LLP
140 Scott Drive
Menlo Park, California 94025
(650) 328-4600

Jonathan T. Runyan
General Counsel
Okta, Inc.
100 First Street, Suite 600
San Francisco, California 94105
(888) 722-7871

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. (Check one):

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 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (1) (2)	Proposed Maximum Offering Price per Share (3)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Class A Common Stock, par value \$0.0001 per share:	2,596,100	\$91.1749	\$236,699,048.31	\$25,823.87

(1) Pursuant to Rule 416(a) promulgated under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of Class A common stock of Okta, Inc. (the "Registrant") that become issuable under the plans set forth herein by reason of any stock dividend, stock split, recapitalization, or other similar transaction effected that results in an increase to the number of outstanding shares of the Registrant's Class A common stock.

- (2) Pursuant to an Agreement and Plan of Merger by and among the Registrant, Ardbeg Merger Sub, Inc., Auth0, Inc. (“Auth0”), and Fortis Advisors LLC, as the securityholder representative, dated as of March 3, 2021 (the “Merger Agreement”), the Registrant, on May 3, 2021, assumed certain outstanding awards granted pursuant to the Auth0, Inc. 2014 Equity Incentive Plan (the “2014 Plan”) and Auth0, Inc. Phantom Unit Plan (the “Phantom Unit Plan”) and, together with the 2014 Plan, the “Auth0 Plans”) which consist of (i) 744,607 shares of Class A common stock subject to restricted stock units converted from outstanding awards under the 2014 Plan, (ii) 1,722,724 shares of Class A common stock subject to options converted from outstanding awards under the 2014 Plan, (iii) 81,243 shares of Class A common stock subject to options converted from outstanding awards under the Phantom Unit Plan and (iv) 47,526 shares of Class A common stock issuable upon the net settlement of certain vested awards under the Phantom Unit Plan.
- (3) Estimated solely for purposes of calculating the registration fee in accordance with Rule 457(c) and (h) under the Securities Act, the price per share is a weighted average price based on (i) the \$24.5097 weighted average exercise price of the outstanding options covering 1,803,967 shares of Class A common stock granted under the Auth0 Plans being registered hereby; and (ii) for the remaining shares being registered hereby, \$242.995, which is the average of the high and low prices per share as reported on the Nasdaq Global Select Market on May 4, 2021.
-
-

EXPLANATORY NOTE

Pursuant to the Merger Agreement, Ardbeg Merger Sub, Inc. merged with and into Auth0 (the “Merger”). As a result of the Merger, Auth0 became a wholly owned subsidiary of the Registrant. In accordance with the Merger Agreement, the Registrant assumed the Auth0 Plans and certain outstanding options to purchase Auth0 common stock, restricted stock unit awards settleable into shares of Auth0 common stock, and phantom units (each, an “Assumed Security” and collectively, the “Assumed Securities”) under the Auth0 Plans. Each Assumed Security was converted into an option (which in certain instances were automatically net exercised) or restricted stock unit award, as applicable, for shares of the Registrant’s Class A common stock, subject to adjustment for (i) the number of shares underlying each Assumed Security and (ii) with respect to the options, the exercise price of each such option pursuant to the equity award exchange ratio set forth in the Merger Agreement.

The Registrant is filing this Registration Statement on Form S-8 (the “Registration Statement”) for the purpose of registering up to 2,596,100 of its shares of Class A common stock issuable upon the exercise or settlement, as applicable, of the Assumed Securities. These additional shares of Class A common stock are securities of the same class as other securities for which registration statements on Form S-8 were filed with the Securities and Exchange Commission (the “Commission”) on March 4, 2021 ([File No. 333-253888](#)), March 6, 2020 ([File No. 333-236931](#)), March 14, 2019 ([File No. 333-230288](#)), March 12, 2018 ([File No. 333-223598](#)) and April 7, 2017 ([File No. 333-217188](#)).

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Registrant hereby incorporates by reference into this Registration Statement the following documents previously filed with the Commission:

- [The Registrant’s Annual Report on Form 10-K](#) for the fiscal year ended January 31, 2021, filed with the Commission on March 4, 2021 (the “Annual Report”);
- All other reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) since the end of the fiscal year covered by the Annual Report (other than the portions of these documents not deemed to be filed); and
- The description of the Registrant’s Class A Common Stock contained in the Registrant’s Registration Statement on Form 8-A ([File No. 001-38044](#)) filed with the Commission on March 27, 2017 under Section 12(b) of the Exchange Act, including any amendments or reports filed for the purpose of updating such description, and the description of the Registrant’s common stock and preferred stock as set forth in [Exhibit 4.8 to the Annual Report](#).

All documents subsequently filed by the Registrant pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act prior to the filing of a post-effective amendment to the Registration Statement which indicates that all of the shares registered hereunder have been sold or which deregisters all of such shares then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the respective dates of filing of such documents; provided, however, that documents or information deemed to have been furnished and not filed in accordance with Commission rules shall not be deemed incorporated by reference into this Registration Statement. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein, or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein, modifies or supersedes such earlier statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law (the “DGCL”) authorizes a court to award, or a corporation’s board of directors to grant, indemnity to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities, including reimbursement for expenses incurred, arising under the Securities Act. In addition, Section 145 of the DGCL provides that a corporation has the power to purchase and maintain insurance on behalf of its directors and officers against any liability asserted against them and incurred by them in their capacity as a director or officer, or arising out of their status as such, where or not the corporation would have the power to indemnify the director or officer against such liability under Section 145 of the DGCL.

The Registrant’s amended and restated certificate of incorporation contains provisions that limit the liability of its directors, officers, employees, and other agents to the maximum extent permitted by the DGCL, as it now exists or may in the future be amended, and the Registrant’s amended and restated bylaws provide for indemnification of its directors, officers, employees, and other agents to the maximum extent permitted by the DGCL.

The Registrant has entered into indemnification agreements with its directors and officers, whereby the Registrant has agreed to indemnify its directors and officers to the fullest extent permitted by law, including indemnification against expenses and liabilities incurred in legal proceedings to which the director or officer was, or is threatened to be made, a party by reason of the fact that such director or officer is or was a director, officer, employee or agent of the Registrant, provided that such director or officer acted in good faith and in a manner that the director or officer reasonably believed to be in, or not opposed to, the best interest of the Registrant.

The Registrant maintains insurance policies that indemnify its directors and officers against various liabilities arising under the Securities Act and the Exchange Act that might be incurred by any director or officer in his or her capacity as such.

See also the Undertakings set forth in the response to Item 9 herein.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Description
4.1	<u>Amended and Restated Certificate of Incorporation of Okta, Inc. (incorporated by reference to Exhibit 3.2 to the Registrant’s Form S-1 filed on March 13, 2017)</u>
4.2	<u>Amended and Restated Bylaws of Okta, Inc. (incorporated by reference to Exhibit 3.4 to the Registrant’s Form S-1 filed on March 13, 2017)</u>
4.3	<u>Form of Class A Common Stock Certificate of Okta, Inc. (incorporated by reference to Exhibit 4.1 to the Registrant’s Form S-1 filed on March 13, 2017)</u>
5.1	<u>Opinion of Latham & Watkins LLP</u>
23.1	<u>Consent of Latham & Watkins LLP (included in Exhibit 5.1)</u>
23.2	<u>Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm</u>
24.1	<u>Power of Attorney (included on the signature page of this Form S-8)</u>
99.1	<u>Auth0, Inc. 2014 Equity Incentive Plan</u>
99.2	<u>Auth0, Inc. Phantom Unit Plan</u>

Item 9. Undertakings.

1. The undersigned Registrant hereby undertakes:

(a) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, however, that paragraphs (a)(i) and (a)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(b) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

2. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer, or controlling

person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Francisco, State of California, on this 7th day of May, 2021.

OKTA, INC.

By: /s/ Todd McKinnon

Todd McKinnon
Chief Executive Officer

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Todd McKinnon, Michael Kourey and Jonathan T. Runyan, and each of them, as his or her true and lawful attorneys-in-fact and agents, each with the full power of substitution, for him or her and in their name, place or stead, in any and all capacities, to sign any and all amendments to this Registration Statement (including post-effective amendments), and to sign any registration statement for the same offering covered by this Registration Statement that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act, and all post-effective amendments thereto, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his, her or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Todd McKinnon</u> Todd McKinnon	Chief Executive Officer and Director (Principal Executive Officer)	May 7, 2021
<u>/s/ Michael Kourey</u> Michael Kourey	Chief Financial Officer (Principal Financial Officer)	May 7, 2021
<u>/s/ Christopher K. Kramer</u> Christopher K. Kramer	Chief Accounting Officer (Principal Accounting Officer)	May 7, 2021
<u>/s/ J. Frederic Kerrest</u> J. Frederic Kerrest	Executive Vice Chairperson, Chief Operating Officer and Director	May 7, 2021
<u>/s/ Shellye Archambeau</u> Shellye Archambeau	Director	May 7, 2021
<u>/s/ Robert Dixon</u> Robert Dixon	Director	May 7, 2021
<u>/s/ Patrick Grady</u> Patrick Grady	Director	May 7, 2021
<u>/s/ Ben Horowitz</u> Ben Horowitz	Director	May 7, 2021

<u>/s/ Rebecca Saeger</u> Rebecca Saeger	Director	May 7, 2021
<u>/s/ Michael Stankey</u> Michael Stankey	Director	May 7, 2021
<u>/s/ Michelle Wilson</u> Michelle Wilson	Director	May 7, 2021

FIRM / AFFILIATE OFFICES

Beijing	Moscow
Boston	Munich
Brussels	New York
Century City	Orange County
Chicago	Paris
Dubai	Riyadh
Düsseldorf	San Diego
Frankfurt	San Francisco
Hamburg	Seoul
Hong Kong	Shanghai
Houston	Silicon Valley
London	Singapore
Los Angeles	Tokyo
Madrid	Washington, D.C.
Milan	

May 7, 2021

Okta, Inc.
 100 First Street, Suite 600
 San Francisco, CA 94105

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as special counsel to Okta, Inc., a Delaware corporation (the “**Company**”), in connection with the registration by the Company of 2,596,100 shares of Class A Common Stock of the Company, par value \$0.0001 per share (the “**Shares**”), issuable pursuant to the Auth0, Inc. 2014 Equity Incentive Plan (the “**2014 Plan**”) and Auth0, Inc. Phantom Unit Plan (the “**Phantom Unit Plan**”) and, together with the 2014 Plan, the “**Plans**”). The Shares are included in a registration statement on Form S-8 under the Securities Act of 1933, as amended (the “**Act**”), filed with the Securities and Exchange Commission (the “**Commission**”) on May 7, 2021 (the “**Registration Statement**”). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or the related prospectus, other than as expressly stated herein with respect to the issuance of the Shares.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters. We are opining herein as to General Corporation Law of the State of Delaware (the “**DGCL**”), and we express no opinion with respect to any other laws.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, when the Shares shall have been duly registered on the books of the transfer agent and registrar therefor in the name or on behalf of the purchasers, and have been issued by the Company against payment therefor (not less than par value) in the circumstances contemplated by and pursuant to the Plans, and assuming in each case that the individual issuances, grants or awards under the Plans are duly authorized by all necessary corporate action of the Company and duly issued, granted or awarded and exercised in accordance with the requirements of law and the Plans (and the agreements and awards duly adopted thereunder and in accordance therewith), the issuance and sale of the Shares will have been duly authorized by all necessary corporate action of the Company, and the Shares will be validly issued, fully paid and nonassessable. In rendering the foregoing opinion, we have assumed that the Company will comply with all applicable notice requirements regarding uncertificated shares provided in the DGCL.



This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Securities Act. We consent to your filing this opinion as an exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Latham & Watkins LLP

Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Auth0, Inc. 2014 Equity Incentive Plan and Auth0, Inc. Phantom Unit Plan of Okta, Inc. of our reports dated March 4, 2021, with respect to the consolidated financial statements of Okta, Inc. and the effectiveness of internal control over financial reporting of Okta, Inc. included in its Annual Report (Form 10-K) for the year ended January 31, 2021, filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

San Francisco, California
May 7, 2021

AUTH0, INC.

2014 EQUITY INCENTIVE PLAN

SECTION 1. Purpose; Definitions. The purposes of the Auth0, Inc. 2014 Equity Incentive Plan (the “Plan”) are to: (a) enable Auth0, Inc., a Delaware corporation (the “Company”) and its affiliated companies to recruit and retain highly qualified employees, directors and consultants; (b) provide those employees, directors and consultants with an incentive for productivity; and (c) provide those employees, directors and consultants with an opportunity to share in the growth and value of the Company.

For purposes of the Plan, unless otherwise provided by the Board with respect to a particular Award, the following initially capitalized words and phrases will be defined as set forth below, unless the context clearly requires a different meaning:

(a) “Affiliate” means, with respect to a Person, a Person that directly or indirectly Controls, or is Controlled by, or is under common Control with such Person.

(b) “Award” means a grant of Options, Restricted Stock or Restricted Stock Units pursuant to the provisions of the Plan.

(c) “Award Agreement” means, with respect to any particular Award, the written document that sets forth the terms of that particular Award.

(d) “Board” means the Board of Directors of the Company, as constituted from time to time; *provided, however*, that if the Board appoints a Committee to perform some or all of the Board’s administrative functions hereunder pursuant to Section 2, references in the Plan to the “Board” will be deemed to also refer to that Committee in connection with administrative matters to be performed by that Committee.

(e) “Cause” means (i) conviction of, or the entry of a plea of guilty or no contest to, a felony or any other crime that causes the Company or its Affiliates public disgrace or disrepute, or materially and adversely affects the Company’s or its Affiliates’ operations or financial performance or the relationship the Company has with its customers, (ii) gross negligence or willful misconduct with respect to the Company or any of its Affiliates, including, without limitation fraud, embezzlement, theft or proven dishonesty in the course of his or her employment; (iii) alcohol abuse or use of controlled drugs other than in accordance with a physician’s prescription; (iv) refusal to perform any lawful, material obligation or fulfill any duty (other than any duty or obligation of the type described in clause (vi) below) to the Company or its Affiliates (other than due to a Disability), which refusal, if curable, is not cured within fifteen (15) days after delivery of written notice thereof; (v) material breach of any agreement with or duty owed to the Company or any of its Affiliates, which breach, if curable, is not cured within fifteen (15) days after the delivery of written notice thereof; or (vi) any breach of any obligation

or duty to the Company or any of its Affiliates (whether arising by statute, common law or agreement) relating to confidentiality, non-competition, non-solicitation or proprietary rights. Notwithstanding the foregoing, if a Participant and the Company (or any of its Affiliates) have entered into an employment agreement, consulting agreement or other similar agreement that specifically defines “cause,” then with respect to such Participant, “Cause” shall have the meaning defined in that employment agreement, consulting agreement or other agreement.

(f) “Change in Control” means, with respect to any entity: (i) the sale, transfer, assignment or other disposition (including by merger or consolidation, but excluding any sales by stockholders made as part of an underwritten public offering of the common stock of the entity) by stockholders of the entity, in one transaction or a series of related transactions, of more than 50% of the voting power represented by the then outstanding capital stock of the entity to one or more Persons, (ii) the sale of all or substantially all of the assets of the entity (other than a transfer of financial assets made in the ordinary course of business for the purpose of securitization), or (iii) the liquidation, dissolution or winding up of the entity.

(g) “Code” means the U.S. Internal Revenue Code of 1986, as amended from time to time, and any successor thereto.

(h) “Committee” means a committee appointed by the Board in accordance with Section 2 of the Plan.

(i) “Common Stock” means the Company’s common stock, \$0.0001 par value, subject to substitution or adjustment as provided in Section 3(c) hereof.

(j) “Control” means, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise (the terms “Controlled by” and “under common Control with” shall have correlative meanings).

(k) “Director” means a member of the Board.

(l) “Disability” means a condition rendering a Participant Disabled.

(m) “Disabled” with respect to a particular Participant will have the same meaning as set forth in any long-term disability policy or program sponsored by the Company or any Affiliate covering such Participant, as in effect as of the date of such determination, or if no such policy or program shall be in effect, “Disabled” will have the meaning as set forth in Section 22(e)(3) of the Code.

(n) “Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended.

(o) “Fair Market Value” of a Share, means, as of any date: (i) the closing price of the Share as reported on the principal nationally recognized stock exchange on which the type of Shares are traded on such date, or if no prices are reported with respect to such Shares on such date, the closing price of the Share on the last preceding date on which there were reported prices of such Shares or (ii) if Shares of that type are not listed or admitted to unlisted trading privileges on a nationally recognized stock exchange, the Fair Market Value will be determined in good faith by the Board acting in its discretion based upon the reasonable application of a reasonable valuation method taking into account the facts and circumstances existing on the valuation date, which determination will be conclusive.

(p) “Incentive Stock Option” means any Option intended to be and designated as an “Incentive Stock Option” within the meaning of Section 422 of the Code.

(q) “Non-Employee Director” will have the meaning set forth in Rule 16b3(b)(3)(i) promulgated by the U.S. Securities and Exchange Commission under the Exchange Act, or any successor definition adopted by the Securities and Exchange Commission.

(r) “Non-Qualified Stock Option” means any Option that is not an Incentive Stock Option.

(s) “Option” means any option to purchase Shares (including Restricted Stock, if the Board so determines) granted pursuant to Section 5 hereof.

(t) “Parent” means a “parent corporation” of the Company (or, in the context of Section 15(c) of the Plan, of a successor corporation), whether now or hereafter existing, as defined in Section 424(e) of the Code.

(u) “Participant” means an employee, leased employee, consultant, Director or other service provider of the Company or any of its Affiliates to whom an Award is granted.

(v) “Person” means an individual, partnership, corporation, limited liability company, trust, joint venture, unincorporated association, or other entity or association.

(w) “Restricted Stock” means Shares that are subject to restrictions pursuant to Section 7 hereof.

(x) “Restricted Stock Unit” means a right granted under and subject to restrictions pursuant to Section 8 hereof.

(y) “Securities Act” means the Securities Act of 1933, as amended.

(z) “Stockholders Agreement” means any stockholders agreement, by and between the Company and certain stockholders and/or one or more agreements among the Company, a Participant (or such Participant’s estate, heirs or beneficiaries) and other parties thereto in such form determined from time to time by the Company in its sole discretion, that

include terms and conditions that provide the Company and/or other stockholders with (i) a right of first refusal or impose other restrictions with respect to the transfer of Shares, (ii) a voting agreement with respect to Shares, (iii) “drag-along” rights in favor of the stockholders owning a specified threshold of Shares of the Company, (iv) “market standoff” or “lock-up” conditions or (v) such other reasonable terms and conditions as the Board may require, if any.

(aa) “Shares” means shares of Common Stock, subject to substitution or adjustment as provided in Section 3(c) hereof.

(bb) “Subsidiary” means, in respect of the Company, a subsidiary company, whether now or hereafter existing, as defined in Section 424(f) of the Code.

SECTION 2. Administration.

(a) The Plan will be administered by the Board; *provided, however*, that the Board may at any time appoint a Committee to perform some or all of the Board’s administrative functions hereunder; *and provided further*, that the authority of any Committee appointed pursuant to this Section 2 will be subject to such terms and conditions as the Board may prescribe.

(b) Subject to the requirements of the Company’s By-Laws (as the same may be amended and/or restated from time to time) and Certificate of Incorporation (as the same may be amended and/or restated from time to time), any Stockholders Agreement and any other agreement that governs the appointment of Board committees, any Committee established under this Section 2 will be composed of not fewer than one member, who shall serve for such period of time as the Board determines. From time to time the Board may increase the size of the Committee and appoint additional members thereto, remove members (with or without cause) and appoint new members in substitution therefor, fill vacancies however caused, or remove all members of the Committee and thereafter directly administer the Plan.

(c) Directors who are eligible for Awards or have received Awards may vote on any matters affecting the administration of the Plan or the grant of Awards, except that no such member will act upon the grant of an Award to himself or herself, but any such member may be counted in determining the existence of a quorum at any meeting of the Board during which action is taken with respect to the grant of Awards to himself or herself.

(d) The Board will have full authority to grant Awards under this Plan. In particular, subject to the terms of the Plan, the Board will have the authority:

(i) to select the persons to whom Awards may from time to time be granted hereunder (consistent with the eligibility conditions set forth in Section 4);

- (ii) to determine the type of Award to be granted to any person hereunder;
- (iii) to determine the number and type of Shares, if any, to be covered by each Award;
- (iv) to establish the terms and conditions of each Award Agreement;
- (v) to determine whether and under what circumstances an Option may be exercised without a payment of cash under Section 5(b).

(iv);

(vi) to determine whether, to what extent and under what circumstances Shares and other amounts payable with respect to an Award may be deferred either automatically or at the election of the Participant; and

(vii) to require that, upon exercise of any Award granted under the Plan, the Participant shall become party to (X) any Stockholder Agreement the Board may require and (Y) any other agreement the Board may require.

(e) The Board will have the authority to adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan as it, from time to time, deems advisable; to establish the terms of each Award Agreement; to interpret the terms and provisions of the Plan and any Award issued under the Plan (and any Award Agreement); and to otherwise supervise the administration of the Plan. The Board may correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any Award in the manner and to the extent it deems necessary to carry out the intent of the Plan.

(f) All decisions made by the Board pursuant to the provisions of the Plan will be final and binding on all persons, including the Company, its Affiliates and Participants. No Director or member of the Committee, nor any delegate thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with the Plan, and each of the foregoing shall be entitled in all cases to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including without limitation reasonable attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under any directors' and officers' liability insurance coverage which may be in effect from time to time.

SECTION 3. Shares Subject to the Plan.

(a) Shares Subject to the Plan. The Shares to be subject to or related to Awards under the Plan will be authorized and unissued Shares of the Company, whether or not previously issued and subsequently acquired by the Company. The maximum number of Shares that may be subject to Awards under the Plan is Two Million (2,000,000), all of which may be issued in respect of Incentive Stock Options. The Company will reserve for the purposes of the Plan, out of its authorized and unissued Shares, such number of Shares.

(b) Effect of the Expiration or Termination of Awards. If and to the extent that an Option expires, terminates or is canceled or forfeited for any reason without having been exercised in full, the Shares associated with that Option will again become available for grant under the Plan. Similarly, if and to the extent any Restricted Stock or Restricted Stock Unit is canceled, forfeited or repurchased for any reason, or if any Share is withheld pursuant to Section 12(d) in settlement of a tax withholding obligation associated with an Award, that Share will again become available for grant under the Plan. Finally, if any Share is received in satisfaction of the exercise price payable upon exercise of an Option, that Share will become available for grant under the Plan.

(c) Other Adjustment. Subject to any required action by the stockholders of the Company, the number of Shares of Common Stock covered by each outstanding Option and/or Restricted Stock Unit, and the number of Shares of Restricted Stock outstanding, and the number of Shares which have been authorized for issuance under the Plan but as to which no Awards have yet been granted or which have been returned to the Plan upon cancellation or expiration of an Award, as well as the price per share of Common Stock covered by each such outstanding Option and/or Restricted Stock Unit, shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of issued shares of Common Stock effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares of Common Stock subject to an Award hereunder. With respect to any Award subject to Section 409A of the Code or could be subject to 409A, no such adjustment shall be authorized to the extent that such adjustment would cause the Plan or Award to fail to comply with Section 409A.

(d) Change in Control. Notwithstanding anything to the contrary set forth in the Plan, upon or in anticipation of any Change in Control of the Company or any of its Affiliates, the Board may, in its sole and absolute discretion and without the need for the consent of any Participant, take one or more of the following actions contingent upon the occurrence of that Change in Control: (i) cause any or all outstanding Options held by Participants affected by the Change in Control to become vested and immediately exercisable, in whole or in part; (ii) cause any or all outstanding unvested Options held by Participants affected by the Change in Control to be cancelled without consideration therefor; (iii) cause any or all Restricted Stock or Restricted Stock Units held by Participants affected by the Change in Control to become

non-forfeitable, in whole or in part; (iv) cancel any Option in exchange for a substitute option in a manner consistent with the requirements of Treas. Reg. §1.424-1(a) (notwithstanding the fact that the original Option may never have been intended to satisfy the requirements for treatment as an Incentive Stock Option); (v) cancel any Restricted Stock or Restricted Stock Units held by a Participant affected by the Change in Control in exchange for restricted stock of or restricted stock units in respect of the capital stock of any successor corporation; (vi) redeem any Restricted Stock held by a Participant affected by the Change in Control for cash and/or other substitute consideration with a value equal to the Fair Market Value of an unrestricted Share on the date of the Change in Control; (vii) cancel any Option held by a Participant affected by the Change in Control in exchange for cash and/or other substitute consideration with a value equal to (A) the number of Shares subject to that Option, multiplied by (B) the difference, if any, between the Fair Market Value per Share on the date of the Change in Control and the exercise price of that Option; *provided*, that if the Fair Market Value per Share on the date of the Change in Control does not exceed the exercise price of any such Option, the Board may cancel that Option without any payment of consideration therefor; or (viii) cancel any Restricted Stock Unit held by a Participant affected by the Change in Control in exchange for cash and/or other substitute consideration with a value equal to the Fair Market Value per Share on the date of the Change in Control.

(e) Additional Requirements. Notwithstanding anything contained in the Plan or in an Award Agreement to the contrary, in the event of a Change in Control, each Participant shall, except to the extent otherwise determined by the Board, be subject to substantially the same escrow, indemnification and similar obligations, contingencies and encumbrances contained in the definitive agreement relating to the Change in Control as other stockholders of the Company may be subject (including, without limitation, the requirement to contribute a proportionate number of Shares issued as a result of the exercise or vesting of an Award, or any cash or property that may be received upon exercise or exchange of an Award, to an escrow fund, or otherwise have a proportionate amount of such Shares, cash or other property encumbered by the indemnification, escrow and similar provisions of such definitive agreement). By accepting an Award, a Participant agrees to execute such documents and instruments as the Board may reasonably require for the Participant to be bound by such obligations. In the event that a Participant fails or refuses to execute such documents and instruments, such Participant's Award (to the extent outstanding as of the date of the Change in Control) shall, unless otherwise determined by the Board, be canceled and be of no further force and effect upon the consummation of a Change in Control.

SECTION 4. Eligibility. Employees, Directors, consultants, and other individuals who provide services to the Company or its Affiliates are eligible to be granted Awards under the Plan; *provided, however*, that only employees of the Company or a Subsidiary are eligible to be granted Incentive Stock Options.

SECTION 5. Options.

(a) Options granted under the Plan may be of two types: (i) Incentive Stock Options or (ii) Non-Qualified Stock Options. Any Option granted under the Plan will be in such form as the Board may at the time of such grant approve.

(b) The Award Agreement evidencing any Option will incorporate the following terms and conditions and will contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Board deems appropriate in its sole and absolute discretion:

(i) Option Price. The exercise price per Share purchasable under an Option will be not less than 100% of the Fair Market Value of the Share on the date of the grant. However, any Incentive Stock Option granted to any Participant who, at the time the Option is granted, owns more than 10% of the voting power of all classes of shares of the Company or of a Subsidiary will have an exercise price per Share of not less than 110% of Fair Market Value per Share on the date of the grant.

(ii) Option Term. The term of each Option will be fixed by the Board, but no Option will be exercisable more than ten (10) years after the date the Option is granted. However, any Incentive Stock Option granted to any Participant who, at the time such Option is granted, owns more than 10% of the voting power of all classes of shares of the Company or of a Subsidiary may not have a term of more than five years. No Option may be exercised by any person after expiration of the term of the Option.

(iii) Exercisability. Options will vest and be exercisable at such time or times and subject to such terms and conditions as determined by the Board at the time of grant. If the Board provides, in its discretion, that any Option is exercisable only in installments, the Board may waive such installment exercise provisions at any time at or after grant, in whole or in part, based on such factors as the Board determines, in its sole and absolute discretion.

(iv) Method of Exercise. Subject to the exercisability provisions of Section 5(b)(iii), the termination provisions set forth in Section 6 and the applicable Award Agreement, Options may be exercised in whole or in part (provided that the Company shall not be required to issue fractional shares) at any time and from time to time during the term of the Option, by the delivery of written notice of exercise by the Participant to the Company specifying the number of Shares to be purchased. Such notice will be accompanied by payment in full of the purchase price, either by certified or bank check, or such other means as the Board may accept. As determined by the Board, in its sole discretion, at or after grant, payment in full or in part of the exercise price of an Option may be made in the form of previously acquired Shares based on the Fair Market Value of the Shares on the date the Option is exercised. Subject to the approval of the Board, Options may be exercised pursuant to such cashless exercise procedures as may be approved and implemented by the Board from time to time, including without limitation pursuant to broker-assisted exercise transactions and/or net exercise procedures. No Shares will be issued upon exercise of an Option until full payment therefor has been made. A Participant will not have the right to distributions or dividends or any other rights of a stockholder with respect to Shares subject to the Option until the Participant has given written notice of exercise, has paid in full for such Shares, and, if requested, has given the representation described in Section 12(a) hereof.

(v) Incentive Stock Option Limitations. In the case of an Incentive Stock Option, the aggregate Fair Market Value (determined as of the time of grant) of the Shares with respect to which Incentive Stock Options are exercisable for the first time by the Participant during any calendar year under the Plan and/or any other plan of the Company or any Parent or Subsidiary will not exceed \$100,000. For purposes of applying the foregoing limitation, Incentive Stock Options will be taken into account in the order granted. To the extent any Option does not meet such limitation, that Option will be treated for all purposes as a Non-Qualified Stock Option.

(vi) Termination of Service. Unless otherwise specified in the applicable Award Agreement, Options will be subject to the terms of Section 6 with respect to exercise upon or following termination of employment or other service.

(vii) Transferability of Options. Except as may otherwise be specifically determined by the Board with respect to a particular Option: (i) no Option will be transferable by the Participant other than by will or by the laws of descent and distribution; and (ii) all Options will be exercisable during the Participant's lifetime only by the Participant or, in the event of his or her Disability, by his or her personal representative. Notwithstanding the foregoing, a Non-Qualified Stock Option may be assigned in whole or in part during the Participant's lifetime to one or more members of the Participant's Immediate Family (as defined in the Company's Bylaws) or to a trust established exclusively for the Participant and/or one or more such family members or to Participant's former spouse (including, without limitation, any domestic partner or partner by virtue of same-sex marriage and/or civil union), to the extent such assignment is in connection with the Participant's estate plan or pursuant to a domestic relations order. The assigned portion may only be exercised by the person or persons who acquire a proprietary interest in the Non-Qualified Option pursuant to the assignment. The terms applicable to the assigned portion shall be the same as those in effect for the Option immediately prior to such assignment and shall be set forth in such documents issued to the assignee as the Board may deem appropriate.

SECTION 6. Termination of Service. Unless otherwise specified with respect to a particular Award, Options granted hereunder will remain exercisable after termination of employment or other service only to the extent specified in this Section 6.

(a) Termination by Reason of Death. If a Participant's service with the Company or any of its Affiliates terminates by reason of death, any Option held by such Participant may thereafter be exercised, to the extent then exercisable or on such accelerated basis as the Board may determine, at or after grant, by the legal representative of the estate or by the legatee of the Participant under the will of the Participant, for a period expiring (i) at such time as may be specified by the Board at or after the time of grant (which, in the event that the Participant resides in the state of California, shall be no less than six (6) months from the date of termination), or (ii) if not specified by the Board, then twelve (12) months from the date of death, or (iii) if sooner than the applicable period specified under (i) or (ii) above, then upon the expiration of the stated term of such Option.

(b) Termination by Reason of Disability. If a Participant's service with the Company or any of its Affiliates terminates by reason of Disability, any Option held by such Participant may thereafter be exercised by the Participant or his or her personal representative, to the extent it was exercisable at the time of termination, or on such accelerated basis as the Board may determine at or after grant, for a period expiring (i) at such time as may be specified by the Board at or after the time of grant (which, in the event that the Participant resides in the state of California, shall be no less than six (6) months from the date of termination), or (ii) if not specified by the Board, then twelve (12) months from the date of termination of service, or (iii) if sooner than the applicable period specified under (i) or (ii) above, then upon the expiration of the stated term of such Option.

(c) Cause. If a Participant's service with the Company or any Affiliate is terminated for Cause: (i) any Option not already exercised will be immediately and automatically forfeited as of the date of such termination, and (ii) any Shares for which the Company has not yet delivered share certificates will be immediately and automatically forfeited and the Company will refund to the Participant the Option exercise price paid for such Shares, if any.

(d) Other Termination. If a Participant's service with the Company or any Affiliate terminates for any reason other than death, Disability or Cause, any Option held by such Participant may thereafter be exercised by the Participant, to the extent it was exercisable at the time of such termination, or on such accelerated basis as the Board may determine at or after grant, for a period expiring (i) at such time as may be specified by the Board at or after the time of grant (which, in the event that the Participant resides in the state of California, shall be no less than thirty (30) days from the date of termination), or (ii) if not specified by the Board, then ninety (90) days from the date of termination of service or (iii) if sooner than the applicable period specified under (i) or (ii) above, then upon the expiration of the stated term of such Option.

SECTION 7. Restricted Stock.

(a) Issuance. Restricted Stock may be issued either alone or in conjunction with other Awards. The Board will determine the time or times within which Restricted Stock may be subject to forfeiture, and all other conditions of such Awards.

(b) Awards and Certificates. The Award Agreement evidencing the grant of any Restricted Stock will contain such terms and conditions, not inconsistent with the terms of the Plan, as the Board deems appropriate in its sole and absolute discretion. The prospective recipient of an Award of Restricted Stock will not have any rights with respect to such Award, unless and until such recipient has executed an Award Agreement and has delivered a fully

executed copy thereof to the Company, and has otherwise complied with the applicable terms and conditions of such Award. The purchase price for Restricted Stock may, but need not, be zero. A share certificate will be issued in connection with each Award of Restricted Stock. Such certificate will be registered in the name of the Participant receiving the Award, and will bear the following legend and/or any other legend required by this Plan, the Award Agreement, Stockholders Agreement, if any, or by applicable law:

THE TRANSFERABILITY OF THIS CERTIFICATE AND THE SHARES REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE AUTH0, INC. 2014 EQUITY INCENTIVE PLAN AND AN AGREEMENT ENTERED INTO BETWEEN THE PARTICIPANT AND AUTH0, INC. (WHICH TERMS AND CONDITIONS MAY INCLUDE, WITHOUT LIMITATION, CERTAIN TRANSFER RESTRICTIONS, REPURCHASE RIGHTS AND FORFEITURE CONDITIONS). COPIES OF THAT PLAN AND AGREEMENT ARE ON FILE IN THE PRINCIPAL OFFICES OF AUTH0, INC. AND WILL BE MADE AVAILABLE TO THE HOLDER OF THIS CERTIFICATE WITHOUT CHARGE UPON REQUEST TO THE SECRETARY OF THE COMPANY.

Share certificates evidencing Restricted Stock will be held in custody by the Company or in escrow by an escrow agent until the restrictions thereon have lapsed. As a condition to any Restricted Stock award, the Participant may be required to deliver to the Company a share power, endorsed in blank, relating to the Shares covered by such Award.

(c) Restrictions and Conditions. The Restricted Stock awarded pursuant to this Section 7 will be subject to the following restrictions and conditions:

(i) During a period commencing with the date of an Award of Restricted Stock and ending at such time or times as specified by the Board (the "Restriction Period"), the Participant will not be permitted to sell, transfer, pledge, assign or otherwise encumber Restricted Stock awarded under the Plan. The Board may condition the lapse of restrictions on Restricted Stock upon the continued employment or service of the recipient, the attainment of specified individual or corporate performance goals, or such other factors as the Board may determine, in its sole and absolute discretion.

(ii) Except as provided in this Paragraph (ii) or Section 7(c)(i), once the Participant has been issued a certificate or certificates for Restricted Stock, the Participant will have, with respect to the Restricted Stock, all of the rights of a stockholder of the Company, including the right to vote the Shares, and the right to receive any cash distributions or dividends. The Board, in its sole discretion, as determined at the time of award, may permit or require the payment of cash distributions or dividends to be deferred and, if the Board so determines, reinvested in additional Restricted Stock to the extent Shares are available under Section 3 of the Plan. Any distributions or dividends paid in the form of securities with respect to Restricted Stock will be subject to the same terms and conditions as the Restricted Stock with respect to which they were paid, including, without limitation, the same Restriction Period.

(iii) Subject to the applicable provisions of the Award Agreement, if a Participant's service with the Company and its Affiliates terminates prior to the expiration of the Restriction Period, all of that Participant's Restricted Stock which then remain subject to forfeiture will then be forfeited automatically.

(iv) If and when the Restriction Period expires without a prior forfeiture of the Restricted Stock subject to such Restriction Period (or if and when the restrictions applicable to Restricted Stock lapse pursuant to Sections 3(d)), the certificates for such Shares will be replaced with new certificates, without the restrictive legends described in Section 7(b) applicable to such lapsed restrictions, and such new certificates will be promptly delivered to the Participant, the Participant's representative (if the Participant has suffered a Disability), or the Participant's estate or heir (if the Participant has died).

SECTION 8. Restricted Stock Units. Subject to the other terms of the Plan, the Board may grant Restricted Stock Units to eligible individuals and may impose conditions on such units as it may deem appropriate. Each granted Restricted Stock Unit shall be evidenced by an Award Agreement in the form that is approved by the Board and that is not inconsistent with the terms and conditions of the Plan. Each granted Restricted Stock Unit shall entitle the Participant to whom it is granted a distribution from the Company in an amount equal to the Fair Market Value (at the time of the distribution) of one Share. Distributions may be made in cash, Shares or a combination of cash and Shares. All other terms governing Restricted Stock Units, such as vesting, time and form of payment and termination of units shall be set forth in the Award Agreement.

SECTION 9. Amendments and Termination. The Board may amend, alter or discontinue the Plan at any time. However, except as otherwise provided in Section 3(d) of the Plan, no amendment, alteration or discontinuation will be made which would adversely affect the rights of a Participant with respect to an Award, without that Participant's consent, or which, without the approval of such amendment within one year (365 days) of its adoption by the Board, by the Company's stockholders in a manner consistent with Section 1.422-5 of the Treasury Regulations, would: (i) increase the total number of Shares reserved for the purposes of the Plan (except as otherwise provided in Section 3(c)), or (ii) change the persons or class of persons eligible to receive Awards. Notwithstanding the foregoing or any provision of the Plan or an Award to the contrary, the Board may at any time (without the consent of a Participant) modify, amend or terminate any or all of the provisions of this Plan or an Award to the extent necessary to conform the provisions of the Plan or an Award with Section 409A of the Code other applicable law, the regulations issued thereunder or an exception thereto, regardless of whether such modification, amendment, or termination of the Plan and/or Award shall adversely affect the rights of a Participant.

SECTION 10. Unfunded Status of Plan. The Plan is intended to be “unfunded.” With respect to any payments not yet made to a Participant by the Company, nothing contained herein will give any such Participant any rights that are greater than those of a general creditor of the Company. In its sole discretion, the Board may authorize the creation of grantor trusts or other arrangements to meet the obligations created under the Plan to deliver Shares or payments in lieu of Shares or with respect to Awards.

SECTION 11. Substitute Options. In the event that the Company, directly or indirectly, acquires another entity, the Board may authorize the issuance of stock options (“Substitute Options”) to the individuals performing services for the acquired entity in substitution of stock options previously granted to those individuals in connection with their performance of services for such entity upon such terms and conditions as the Board shall determine, taking into account the conditions of Code Section 424(a), as from time to time amended or superceded, in the case of a Substitute Option that is intended to be an Incentive Stock Option. Shares of capital stock underlying Substitute Stock Options shall not constitute Shares issued pursuant to the Plan for any purpose.

SECTION 12. General Provisions.

(a) The Board shall condition any Award upon compliance with applicable securities laws. The Board may require each Participant to represent to and agree with the Company in writing that the Participant is acquiring securities of the Company for investment purposes and without a view to distribution thereof and as to such other matters as the Board believes are appropriate. The certificate evidencing any Award and any securities issued pursuant thereto may include any legend which the Board deems appropriate to reflect any restrictions on transfer and compliance with applicable securities laws. All certificates for Shares or other securities delivered under the Plan will be subject to such share-transfer orders and other restrictions as the Board may deem advisable under the rules, regulations, and other requirements of the Securities Act of 1933, as amended, the Exchange Act, any stock exchange upon which the Shares are then listed, and any other applicable federal or state securities laws, and the Board may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(b) Nothing contained in the Plan will prevent the Board from adopting other or additional compensation arrangements, subject to stockholder approval if such approval is required; and such arrangements may be either generally applicable or applicable only in specific cases.

(c) Neither the adoption of the Plan nor the execution of any document in connection with the Plan will (i) confer upon any person any right to continued employment or engagement with the Company or any of its Affiliates, or (ii) interfere in any way with the right of the Company or any Affiliate to terminate the employment of any of its employees at any time.

(d) No later than the date as of which an amount first becomes includible in the gross income of the Participant for federal income tax purposes with respect to any Award under the Plan, the Participant will pay to the Company, or make arrangements satisfactory to the Board regarding the payment of any federal, state or local taxes of any kind required by law to be withheld with respect to such amount. Unless otherwise determined by the Board, the minimum required withholding obligations may be settled with Shares, including Shares that are part of the Award that gives rise to the withholding requirement. The obligations of the Company under the Plan will be conditioned on such payment or arrangements and the Company will, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant.

SECTION 13. Effective Date of Plan. Subject to the approval of the Plan by the Company' stockholders within twelve (12) months of the Plan's adoption by the Board, the Plan will become effective on the date that it is adopted by the Board. In the absence of such stockholder approval, any Incentive Stock Option granted prior to the expiration of such 12-month period shall be treated for all purposes as a Non-Qualified Option.

SECTION 14. Term of Plan. The Plan will continue in effect until terminated in accordance with Section 9; *provided, however*, that no Award will be granted hereunder on or after the 10th anniversary of the earlier of: (a) the date of the Plan's adoption by the Board; or (b) the date of stockholder approval of the Plan (or, if the stockholders approve an amendment that increases the number of shares subject to the Plan, the 10th anniversary of the date of such approval); *but provided further*, that Awards granted prior to such 10th anniversary may extend beyond that date.

SECTION 15. Invalid Provisions. In the event that any provision of this Plan is found to be invalid or otherwise unenforceable under any applicable law, such invalidity or unenforceability will not be construed as rendering any other provisions contained herein as invalid or unenforceable, and all such other provisions will be given full force and effect to the same extent as though the invalid or unenforceable provision was not contained herein.

SECTION 16. Governing Law. The Plan and all Awards granted hereunder will be governed by and construed in accordance with the laws and judicial decisions of the state of Delaware, without regard to the application of the principles of conflicts of laws of the state of Delaware or any other jurisdiction.

SECTION 17. Board Action. Notwithstanding anything to the contrary set forth in the Plan, any and all actions of the Board or Committee, as the case may be, taken under or in connection with the Plan and any agreements, instruments, documents, certificates or other writings entered into, executed, granted, issued and/or delivered pursuant to the terms hereof, will be subject to and limited by any and all votes, consents, approvals, waivers or other actions of all or certain stockholders of the Company or other persons required by:

(a) the Certificate of Incorporation of the Company (as the same may be amended and/or restated from time to time);

(b) the Bylaws of the Company (as the same may be amended and/or restated from time to time); and

(c) any other agreement, instrument, document or writing now or hereafter existing, between or among the Company and its stockholders or other persons (as the same may be amended from time to time).

SECTION 18. Notices. Any notice to be given to the Company pursuant to the provisions of the Plan will be given by registered or certified mail, postage prepaid, and, addressed, if to the Company to its Secretary (or such other person as the Company may designate in writing from time to time) at its principal executive office, and, if to a Participant, to the address given beneath his or her signature on his or her Award Agreement, or at such other address as such Participant may hereafter designate in writing to the Company. Any such notice will be deemed duly given on the date and at the time delivered via personal, courier or recognized overnight delivery service or, if sent via telecopier, on the date and at the time telecopied with confirmation of delivery or, if mailed, on the date five (5) days after the date of the mailing (which will be by regular, registered or certified mail). Delivery of a notice by telecopy (with confirmation) will be permitted and will be considered delivery of a notice notwithstanding that it is not an original that is received. Notwithstanding the foregoing, the Company may give notice to any Participant by electronic transmission, which shall be deemed effective if given by a form of electronic transmission consented to by such Person.

SECTION 19. Section 409A. Notwithstanding any provision of the Plan or an Award to the contrary, if any Award or benefit provided under this Plan is subject to the provisions of Section 409A of the Code ("Section 409A"), the provisions of the Plan and any applicable Award shall be administered, interpreted and construed in a manner necessary to comply with Section 409A or an exception thereto (or disregarded to the extent such provision cannot be so administered, interpreted or construed). The following provisions shall apply, as applicable:

(a) For purposes of Section 409A, and to the extent applicable to any Award or benefit under the Plan, it is intended that distribution events qualify as permissible distribution events for purposes of Section 409A and shall be interpreted and construed accordingly. With respect to payments subject to Section 409A, the Company reserves the right to accelerate and/or defer any payment to the extent permitted and consistent with Section 409A. Whether a Participant has separated from service or employment will be determined based on all of the facts and circumstances and, to the extent applicable to any Award or benefit, in accordance with the guidance issued under Section 409A.

(b) The grant of Non-Qualified Stock Options and other stock rights shall be granted under terms and conditions consistent with Treas. Reg. § 1.409A-1(b)(5) such that any such Award does not constitute a deferral of compensation under Section 409A.

(c) In no event shall any member of the Board, the Committee or the Company (or its employees, officers or directors) have any liability to any Participant (or any other Person) due to the failure of an Award to satisfy the requirements of Section 409A.

...

ADOPTION AND APPROVAL OF PLAN

Date Plan adopted by Board: January 17, 2014

Date Plan approved by Stockholders: February 14, 2014

Effective Date of Plan: January 17, 2014

AUTH0, INC.

2014 EQUITY INCENTIVE PLAN

PLAN ADOPTION AND AMENDMENTS/ADJUSTMENTS
SUMMARY PAGE

Date of Board Action	Action	Section/Effect of Amendment	Date of Stockholder Approval
January 17, 2014	Initial Plan Adoption	Initial shares authorized for issuance: 2,000,000	February 14, 2014
April 22, 2015	Plan amended to increase shares authorized for issuance from 2,000,000 to 3,989,325	Section 3(a)	April 22, 2015
October 21, 2016	Adopted 2015 UK Addendum	Addendum	
March 14, 2017	Plan amended to increase shares authorized for issuance from 3,989,325 to 4,418,779	Section 3(a)	April 22, 2015
May 4, 2018	Plan amended to increase shares authorized for issuance from 4,418,779 to 6,175,875	Section 3(a)	May 4, 2018
May 17, 2019	Plan amended to increase shares authorized for issuance from 6,175,875 to 8,366,333	Section 3(a)	May 17, 2019
April 21, 2020	Plan amended to increase shares authorized for issuance from 8,366,333 to 10,175,589	Section 3(a)	May 15, 2020

AUTH0, INC.

PHANTOM UNIT PLAN

(as amended and restated effective January 22, 2020)

Section 1. *Establishment and Purpose.* The Auth0, Inc. Phantom Unit Plan (the “Plan”) is hereby established by Auth0, Inc. (the “Company”), effective as of September 9, 2016 (the “Effective Date”). The purpose of the Plan is to provide a means through which those key employees, consultants, independent contractors or other service providers of the Company and any subsidiary upon whom responsibility for the successful growth of the Company and any subsidiary rests, can share in the growth and prosperity of the Company and any subsidiary in the event of a Liquidity Event or an IPO, as defined herein. Nothing contained in the Plan shall be deemed to convey to any Participant or other Person the rights of an equityholder of the Company or any subsidiary, nor entitle any Participant to any dividend or voting rights or any other rights of an equityholder of the Company or any subsidiary.

Section 2. *Definitions.* As used in the Plan the following terms have the meanings stated in this Section 2. The singular includes the plural, and the masculine gender includes the feminine and neuter genders, and vice versa, as the context requires.

(a) “Affiliate” means, with respect to a Person, a Person that directly or indirectly controls, or is controlled by, or is under common control with such Person.

(b) “Award” means an award of Phantom Units under the Plan.

(c) “Beneficiary” means the Person, Persons, trust or other entity that a Participant designates by written revocable designation filed with the Company, using such forms as the Company shall require, to receive payment under Section 6(a) in the event of the Participant’s death. In the absence of any such designation, or if all designated Beneficiaries of the Participant predecease him or her, or if the designation is invalid for any reason, the Participant’s surviving spouse shall be deemed to be his or her Beneficiary and if there shall be no surviving spouse, then the Participant’s estate.

(d) “Board” means the Board of Directors of the Company; provided, however, that if the Board authorizes a committee of the Board (including a subcommittee thereof) to perform some or all of the Board’s administrative functions hereunder pursuant to Section 3, references in the Plan to the “Board” shall be deemed to also refer to the authorized committee of the Board in connection with the matters to be performed by such committee.

(e) “Cause,” with respect to any Service Provider, means (i) conviction of, or the entry of a plea of guilty or no contest to, a felony or any other crime that causes the Company or its Affiliates public disgrace or disrepute, or materially and adversely affects the Company’s or its Affiliates’ operations or financial performance or the relationship the Company has with its customers, (ii) gross negligence or willful misconduct with respect to the Company or any of its Affiliates, including, without limitation fraud, embezzlement, theft or proven dishonesty in the course of his or her employment; (iii) alcohol abuse or use of controlled drugs other than in accordance with a physician’s prescription; (iv) refusal to perform any lawful, material obligation or fulfill any duty (other than any duty or obligation of the type described in clause (vi) below) to

the Company or its Affiliates (other than due to a disability), which refusal, if curable, is not cured within fifteen (15) days after delivery of written notice thereof; (v) material breach of any agreement with or duty owed to the Company or any of its Affiliates, which breach, if curable, is not cured within fifteen (15) days after the delivery of written notice thereof; or (vi) any breach of any obligation or duty to the Company or any of its Affiliates (whether arising by statute, common law or agreement) relating to confidentiality, non-competition, non-solicitation or proprietary rights. Notwithstanding the foregoing, if a Service Provider and the Company (or any of its Affiliates) have entered into an employment agreement, consulting agreement or other similar agreement that specifically defines “cause,” then with respect to such Service Provider, “Cause” shall have the meaning defined in that employment agreement, consulting agreement or other agreement.

(f) “Code” means the Internal Revenue Code of 1986, as amended.

(g) “Common Stock” the common stock of the Company, par value \$0.0001 per share.

(h) “Company” has the meaning assigned to such term in Section 1.

(i) “Contingent Proceeds” means any portion of the Net Proceeds the receipt of which is contingent upon the passage of time or the occurrence or non-occurrence of some future event(s) or circumstance(s), including, without limitation, amounts of consideration paid at a subsequent closing and amounts of consideration subject to an escrow or holdback, a purchase price adjustment, an earn-out or indemnity claims.

(j) “Deferred Amounts” has the meaning assigned to such term in Section 6(b)(i).

(k) “IPO” means the Initial Public Offering of the Company’s shares pursuant to a registration statement filed with and declared effective under the U.S. Securities Act of 1933, as amended.

(l) “Liquidity Event” shall mean (a) a change in ownership of the Company under clause (i) below or (b) a change in the ownership of a substantial portion of the assets of the Company under clause (ii) below; provided that, in either case, such transaction constitutes a “change in control event” under Treasury Regulation Section 1.409A-3(i)(5)(v) or (vii).

(i) Change in the Ownership of the Company. A change in the ownership of the Company shall occur on the date that any one Person, or more than one Person acting as a group (as defined in clause (iii) below), acquires ownership of capital stock of the Company that, together with capital stock held by such Person or group, constitutes more than 50 percent of the total fair market value or total voting power of the capital stock of the Company. However, if any one Person or more than one Person acting as a group, is considered to own more than 50 percent of the total fair market value or total voting power of the capital stock of the Company, the acquisition of additional capital stock by the same Person or Persons shall not be considered to be a change in the ownership of the Company. An increase in the percentage of capital stock owned by any one Person, or Persons

acting as a group, as a result of a transaction in which the Company acquires capital stock in the Company in exchange for property will be treated as an acquisition of stock for purposes of this paragraph. This clause (i) applies only when there is a transfer of capital stock of the Company (or issuance of capital stock of the Company) and capital stock in the Company remains outstanding after the transaction.

(ii) Change in the Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets shall occur on the date that any one Person, or more than one Person acting as a group (as defined in clause (iii) below), acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person or Persons) assets from the Company that have a total gross fair market value equal to or more than 80 percent of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. There is no Liquidity Event under this clause (ii) when there is a transfer to an entity that is controlled by the stockholders of the Company immediately after the transfer, as provided below in this clause (ii). A transfer of assets by the Company is not treated as a change in the ownership of such assets if the assets are transferred to (a) an equityholder of the Company (immediately before the asset transfer) in exchange for or with respect to its or his capital stock, (b) an entity, 50 percent or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (c) a Person, or more than one Person acting as a group, that owns, directly or indirectly, 50 percent or more of the total value or voting power of all the outstanding capital stock of the Company, or (d) an entity, at least 50 percent of the total value or voting power of which is owned, directly or indirectly, by a Person described in clause (ii)(c) of this paragraph. For purposes of this clause (ii), a Person's status is determined immediately after the transfer of the assets.

(iii) Persons Acting as a Group. For purposes of clauses (i) and (ii) above, Persons will not be considered to be acting as a group solely because they purchase or own capital stock or purchase assets of the Company at the same time. However, Persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of assets or capital stock, or similar business transaction with the Company.

(m) "Net Proceeds" means, with respect to a Liquidity Event, the net amount of cash and the value of any securities (or other property) distributed, or available for distribution, to the stockholders of the Company in connection with the Liquidity Event, including any Contingent Proceeds, less the amount of all taxes and transaction costs and expenses incurred in connection with the Liquidity Event. The determination by the Board in this regard shall be final, binding and conclusive on all Participants and other interested parties. If the Net Proceeds include property other than cash, the value of the property will be the fair market value of the property on the date of the Liquidity Event (as determined by the Board). For purposes of clarity, the cash or property available for distribution will be net of the aggregate net indebtedness for borrowed money of the Company.

(n) "Participant" means a Service Provider who has been granted an Award under the Plan pursuant to a Phantom Unit Award Agreement.

(o) "Per Phantom Unit Amount" means the amount determined:

In the context of a Liquidity Event, by dividing (i) the Net Proceeds attributable to a Liquidity Event, by (ii) the sum of (1) the aggregate number of shares of Common Stock in the Company outstanding as of the consummation of the Liquidity Event and (2) the aggregate number of vested Phantom Units outstanding as of the consummation of the Liquidity Event (after giving effect to any accelerated vesting of Phantom Units in connection with the Liquidity Event) plus, the aggregate number of shares of Common Stock that were exercised or cancelled in connection with the Liquidity Event.

In the context of an IPO, the fair market value of the publicly traded stock on the earlier of (i) March 15th of the year following the IPO, or (ii) the expiration of the lock-up period, if any.

(p) "Person" means an individual, partnership, corporation, limited liability company, trust, joint venture, unincorporated association, or other entity or association.

(q) "Phantom Unit Award Agreement" means the written agreement entered into between a Participant and the Company evidencing the award of Phantom Units to such Participant and such terms and conditions as the Board deems appropriate.

(r) "Phantom Units" shall have the meaning assigned such term in Section 4.

(s) "Plan" has the meaning set forth in Section 1.

(t) "Section 409A" means section 409A of the Code and the regulations and guidance promulgated thereunder.

(u) "Service Provider" means an employee, consultant, independent contractor or other service provider of the Company or any of its subsidiaries.

(v) "Unit Distribution Amount" has the meaning set forth in Section 6(a).

(w) "Unit Threshold Amount" means, with respect to a Phantom Unit, the amount determined by the Board to be the fair market value of a share of Common Stock on the date of issuance of the Phantom Unit, which fair market value shall be determined in a manner consistent with the requirements of Section 409A.

(x) “Vested Phantom Units” means Phantom Units of a Participant which have vested in accordance with Section 5 of the Plan and the Participant’s Phantom Unit Award Agreement.

Section 3. *Administration.* The Plan shall be administered by the Board, which shall have the full power and exclusive authority, in its sole and absolute discretion, to take all actions expressly reserved for the Board in the Plan or as otherwise necessary for the Plan’s administration and to determine all matters relating to the Plan including (i) the selection of Participants under the Plan, (ii) the determination of the number of Phantom Units to be issued to each Participant under the Plan and the Unit Threshold Amount and vesting schedule for a Participant’s Phantom Units (which vesting the Board may, in its sole discretion, accelerate in whole or in part at any time), (iii) the determination of the amount of Net Proceeds and each Participant’s Unit Distribution Amount and all determinations necessary therefor, (iv) the determination that a Liquidation Event has occurred, and (v) the determination of the terms and conditions of the Plan and all Phantom Unit Award Agreements issued thereunder. The Board shall have the authority to adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan as it shall, from time to time, deem advisable; to interpret the terms and provisions of the Plan and any Award issued under the Plan (and any agreements relating thereto); and to otherwise supervise the administration of the Plan. The Board shall have the power and discretion to construe, interpret and apply the provisions of the Plan and any Phantom Unit Award Agreement, and to determine any questions of fact which may arise under the Plan and/or Phantom Unit Award Agreement. All decisions made by the Board pursuant to the provisions of the Plan shall be final and binding on all Persons, including the Company and Participants.

Section 4. *Awards of Phantom Units.*

(a) *Form of Awards.* Awards under the Plan shall be in the form of “Phantom Units” and shall be evidenced by a Phantom Unit Award Agreement. Subject to the terms and conditions of the Plan, a Phantom Unit shall not entitle a Participant to any rights other than as expressly provided by the terms hereof.

(b) *Individual Awards.* The Board may from time to time make awards of Phantom Units to Service Providers in such amounts as it determines in its sole discretion. In determining the Service Providers to whom Phantom Units shall be awarded, and the number of Phantom Units to be awarded to each such Service Provider, the Board may (but is not required to) condition the award of Phantom Units upon the fulfillment of annual or other performance goals set by the Board applicable to the individual, a business unit or the Company, as a whole. The Board may, in its sole discretion, grant different amounts of Phantom Units to each Service Provider. To accept such Award, a Participant shall be required to execute a Phantom Unit Award Agreement. Phantom Unit Award Agreements may have such additional terms, conditions, and limitations as the Board shall determine in its sole discretion.

Section 5. *Vesting and Forfeiture.*

(a) *Vesting.* Phantom Units shall vest as set forth in a Participant’s Phantom Unit Award Agreement.

(b) *Forfeiture.* Unless otherwise provided by a Participant's Phantom Unit Award Agreement, (a) if (1) a Participant's employment or other service with the Company or any subsidiary terminates for Cause, or (2) a Participant breaches in any material respect any agreement by and between the Participant and the Company or any subsidiary with respect to non-competition, non-solicitation, non-disparagement, protection of confidential information, or any other similar agreement, he or she shall forfeit, without further action, notice, or deed, all of his or her Phantom Units (including Vested Phantom Units), and shall thereupon have no further rights with respect to such Phantom Units; and (b) subject to the foregoing, if a Participant's employment or other service with the Company or any subsidiary terminates for any reason other than Cause prior to the occurrence of a Liquidity Event or an IPO (including as a result of death, disability, retirement, resignation or termination of employment by the Company), he or she shall forfeit his or her Phantom Units on the one-year anniversary of such date of termination of employment or other service.

(c) *Use of Forfeited Phantom Units.* Any or all Phantom Units forfeited under Section 5(b) may, but are not required to, be reissued to existing or future Participants, in the discretion of the Board.

Section 6. *Unit Distribution Amount.*

(a) *Amounts Allocable to Participants.* Upon a Liquidity Event or an IPO, each Participant will be entitled to receive, for each Vested Phantom Unit held by the Participant, an amount (the "Unit Distribution Amount") equal to the positive difference (if any) between: (i) the Per Phantom Unit Amount, and (ii) the Unit Threshold Amount, subject to the satisfaction of the vesting, payment and other conditions applicable to such Phantom Unit.

(b) *Payment.* Subject to Section 7 hereof, amounts payable under Section 6(a) to a Participant (or his or her Beneficiary) as a result of a Liquidity Event or IPO shall be paid as set forth in this Section 6(b).

(i) In the event of a Liquidity Event, to the extent that all or a portion of the Net Proceeds are paid in consideration other than cash, the Board reserves the right to make payment of all or any portion of any corresponding amount due hereunder in the same form of non-cash consideration; provided, however, that in the event the Board makes payment in cash, the Board shall have sole authority and discretion to determine the cash value of such non-cash consideration, which determination shall be final, binding and conclusive on all Participants and all other interested parties.

The Unit Distribution Amount due under the Plan will be paid by the Company or its successor, as applicable, in cash to each Participant within sixty (60) business days of closing a Liquidity Event, not to exceed March 15th of the year following the Liquidity Event, unless another form of consideration (which may include cash and property in such proportion determined by the Board) is approved by the Board.

To the extent that the Net Proceeds upon a Liquidity Event includes Contingent Proceeds, the portion of the Unit Distribution Amount attributable to the Contingent Proceeds (the “Deferred Amounts”) will be subject to the same terms and conditions (including, but not limited to, any escrow or holdback arrangement, indemnity obligation or earn-out) on payment that are imposed on the Company or its stockholders, as applicable, with respect to the Contingent Proceeds. Any Deferred Amounts will be paid to the Participants in a lump sum as, if and when the corresponding Contingent Consideration is paid to the Company or its stockholders; provided, however, that any portion of the Deferred Amounts not distributed to the Participants by the fifth (5th) anniversary of the closing of the Liquidity Event shall be forfeited by the Participants (unless such later payments would not result in the imposition of any additional tax under Section 409A).

(ii) In the event of an IPO, the Unit Distribution Amount due under the Plan will be paid by the Company or its successor, as applicable, in cash to each Participant upon the earlier of, (i) March 15th of the year following the IPO or (ii) expiration of the lock-up period, if any, unless another form of consideration (which may include cash and property in such proportion determined by the Board) is approved by the Board.

Section 7. Payment(s) Conditioned Upon Release and Joinder.

Any payment or payments to be made under the Plan to a Participant or Beneficiary shall be conditioned upon:

(i) the Participant’s or Beneficiary’s execution, within thirty (30) days following the Liquidity Event or an IPO, of a general release of any all claims against the Company, its subsidiaries, and their respective Affiliates, and each of their respective current, former, and future employees, officers, directors, stockholders, and members, which release shall be prepared by the Company and shall contain such terms as the Company may reasonably require; and

(ii) in the case of a Liquidity event, the Participant’s or Beneficiary’s execution of a joinder or similar agreement to the definitive agreements providing for a Liquidity Event for the purpose of becoming bound to any indemnity provisions of such definitive agreements to the same extent as the Company’s stockholders receiving Net Proceeds as a result of such Liquidity Event and appointing a stockholder representative; provided, that the liability for indemnification, if any, of such Participant or Beneficiary in the Liquidity Event (i) is several and not joint with any other Person (except to the extent that funds may be paid out of an escrow established to cover such indemnity obligations) and (ii) does not exceed in the aggregate such Participant’s or Beneficiary’s Unit Distribution Amount.

Section 8. Amendments; Changes to Awards; Termination

(a) The Board may modify, amend, or terminate the Plan or any Phantom Unit Award Agreement at any time and from time to time as it, in its sole discretion, shall deem advisable or appropriate; provided, however, that except to the extent necessary and desirable to comply with any applicable law, no such modification, amendment or termination shall materially and adversely affect the rights of any Participant without the consent of such Participant.

(b) In the event that the Board determines that any dividend or other distribution, reorganization, merger, consolidation, combination, repurchase, recapitalization, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company, or sale, transfer, exchange or other disposition of shares of Common Stock or other securities of the Company, issuance of warrants or other rights to purchase Common Stock or other securities of the Company, or other similar corporate transaction or event, as determined by the Board, affects the Common Stock such that an adjustment is determined by the Board in good faith to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended by the Company to be made available under the Plan or with respect to any Award, then the Board shall, in such manner as it may deem equitable, adjust any or all of:

- (i) the number and kind of Phantom Units with respect to which Awards may be granted or awarded (including, but not limited to, adjustments of the limitations in Section 4 hereof on the maximum number and kind of Phantom Units which may be issued);
- (ii) the number and kind of units or shares (or other securities or property) subject to outstanding Phantom Units;
- (iii) the Unit Threshold Amount; and
- (iv) the terms and conditions of any Awards (including, without limitation, any applicable financial or other performance “targets” specified in a Phantom Unit Award Agreement);

provided, however, that no such adjustment results in a violation of Section 409A.

(c) In the event of any transaction or event described in Section 8(b) hereof (including without limitation any Liquidity Event or IPO) or any unusual or nonrecurring transaction or event affecting the Company or the financial statements of the Company, or any change in any applicable laws or accounting principles, the Board, on such terms and conditions as it deems appropriate, either by the terms of the Award or by action taken prior to the occurrence of such transaction or event and either automatically or upon Participant’s request, is hereby authorized to take any one or more of the following actions whenever the Board determines in good faith that such action is appropriate in order to (x) prevent dilution or enlargement of the benefits or potential benefits intended by the Company to be made available under the Plan or with respect to any Award granted or issued under the Plan, (y) to facilitate such transaction or event or (z) give effect to such changes in applicable laws or accounting principles; provided that no such action results in a violation of Section 409A:

- (i) To provide for the cancellation of any such Award in exchange for either an amount of cash or other property with a value equal to the amount that could have been obtained upon the settlement of such Award to the extent vested; provided that, if the amount that could have been obtained upon the settlement of such vested Award, in any case, is equal to or less than zero, then such Award may be terminated without payment;

(ii) To provide that such Award shall vest as to all Phantom Units covered thereby, notwithstanding anything to the contrary in the Plan or the provisions of such Award;

(iii) To provide that such Award be assumed by the successor or survivor entity, or a parent or subsidiary thereof, or shall be substituted for by awards covering the units, stock or other equity of the successor or survivor entity, or a parent or subsidiary thereof (including, to the extent determined by the Board, into stock options or stock appreciation rights covering the units, stock or other equity of the successor or survivor entity, or a parent or subsidiary thereof), with appropriate adjustments as to the number and kind of units, shares or other equity and the Unit Threshold Amount price, in all cases, as determined by the Board;

(iv) To make adjustments in the number and type of units or shares (or other securities or property) subject to outstanding Phantom Units, and/or in the terms and conditions of (including the Unit Threshold Amount), and the criteria included in, outstanding Awards which may be granted in the future;

(v) To replace such Award with other rights or property selected by the Board; and/or

(vi) To provide that the Award will terminate and cannot vest or become payable after the applicable event.

(d) This Plan shall automatically terminate upon the earlier of (i) September 8, 2030, (ii) the occurrence of a Liquidity Event (whether or not any amounts are payable under the Plan in connection with such Liquidity Event) or (iii) an IPO; provided, however, the Plan shall continue in effect after any such termination with respect to payment of amounts, if any, payable under the Plan in connection with a Liquidity Event or IPO that was consummated prior to the date of termination.

Section 9. *Miscellaneous.*

(a) *No Effect Upon Benefits.* By acceptance of any Award under the Plan, each Participant agrees that neither the Award nor any amount paid will affect the benefits under any benefit plan of the Company or any subsidiary, nor shall the Award or any amount paid under the Plan be considered compensation for purposes of any other benefit plan or program of the Company or any subsidiary.

(b) *No Right to Continued Employment or Service.* The receipt of an Award shall not give a Participant any right to continue in the employ or service of the Company or any subsidiary, and the right to dismiss any Participant is specifically reserved to the Company. No employee or other Person shall have any claim or right to be granted an Award under the Plan.

(c) *No Restriction on Issuance of Equity Interests or Rights.* Nothing contained herein shall limit or restrict the Board's ability or right to grant, issue or award additional equity interests in the Company or any subsidiary or to grant Awards to existing or new Participants.

(d) *Nontransferability.* Neither Phantom Units, nor any right or interest of any Participant in the Plan, may be sold, assigned, pledged, or otherwise transferred, except by will or the laws of descent and distribution.

(e) *No Rights as Equityholder or Member.* Nothing contained herein shall be deemed to convey to any Participant or other Person the rights of an equityholder or member of the Company or any subsidiary. Phantom Units shall not entitle any Participant to any dividend or voting rights or any other rights of an equityholder or member of the Company or any subsidiary.

(f) *Taxes.* The Company is authorized to withhold from any payment to be made hereunder such amounts for income tax, social security, unemployment compensation, excise taxes and other taxes and penalties as the Company is required to comply with applicable laws and regulations. To the extent any Phantom Units are subject to Section 409A, such Phantom Units and the Plan are intended to comply with Section 409A of the Code such that no amount payable to a Participant hereunder shall be subject to an "additional tax" within the meaning of and, if any provision of the Plan is ambiguous as to its compliance with Section 409A, the provision shall be read in such a manner so that no payments due under the Plan shall be subject to an "additional tax" as defined in Section 409A(a)(1)(B) of the Code. To the extent any amount payable to a Participant under the Plan would be subject to any additional taxes or penalties imposed under Section 409A, the Company may, in its sole discretion, amend the Plan to the extent necessary so as to avoid such additional taxes or penalties without the consent of any Participant. For purposes of Section 409A, each payment made under the Plan shall be treated as a separate payment. In no event may any Participant, directly or indirectly, designate the calendar year of any payment hereunder, and in no event whatsoever shall the Company be liable for any additional tax, interest or penalties that may be imposed under Section 409A on any Participant or other Person as a result of any payment made hereunder, or for any damages for failing to comply therewith.

(g) *Unfunded Plan.* All rights of a Participant or other Person under the Plan shall represent an unfunded, unsecured obligation of the Company to provide deferred compensation. Any payments to a Participant or other Person hereunder shall be paid from the general assets of the Company, and each Participant shall have the status of an unsecured general creditor of the Company with respect to any amounts payable under the Plan. Notwithstanding the foregoing, the Company shall have the right (but no obligation) to implement or set aside funds in a grantor trust, subject to the claims of the Company's creditors or otherwise, to discharge its obligations under the Plan.

(h) *Successors and Assigns.* The Plan shall be binding upon the Company and its successors and assigns.

(i) *Governing Law.* The rights and obligations of all Persons affected hereby shall be construed and determined in accordance with the laws of the State of Delaware without regard to choice of law principles, except to the extent such laws are preempted by the Employee Retirement Income Security Act of 1974, as amended.

(j) *No Trust or Fiduciary Status.* Nothing in the Plan shall establish any trust or similar arrangement with regard to the rights of the Participant, nor shall the Company or any officer, employee or service provider become a fiduciary with respect to the Plan for purposes of Employee Retirement Income Security Act of 1974, as amended, if applicable, or any state trust laws.

IN WITNESS WHEREOF, the Company has caused the Plan, as amended and restated, to be executed in its name and on its behalf by its duly authorized officer as of this 22nd day of January, 2020.

Auth0, Inc.

By: /s/ Jeremy Freeland

Name: Jeremy Freeland

Title: VP, General Counsel and Secretary

**PLAN ADOPTION AND AMENDMENTS/ADJUSTMENTS
SUMMARY PAGE**

Date of Board Action	Action	Section/Effect of Amendment	Date of Stockholder Approval
September 9, 2016	Initial Plan Adoption		Not required
January 22, 2020	Amendment to definition of "Board" and extended term of Plan in Section 8(d) to September 8, 2030 ¹		Not required

¹ Extension effective for grants made on or after January 22, 2020.