



## **OKTA CONTRIBUTOR LICENSE AGREEMENT**

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1.2 "Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that is, or has previously been, submitted by You to Okta for inclusion in, or documentation of, any of the products or services owned or managed by Okta (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to Okta or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Okta for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

### **2. Grant of Licenses**

2.1 Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to Okta, and to recipients and/or users of software and/or software-as-a-service distributed and/or made available by Okta, a perpetual, worldwide, non-exclusive, no-charge, royalty-free, fully transferable, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, distribute, and otherwise make available Your Contributions and such derivative works.

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### **3. Representations**

3.1 You represent that You are legally entitled to grant the above licenses.

3.2 You represent that each of Your Contributions is Your original creation.

3.3 You represent that none of Your Contributions includes any third party copyrights, patents, trade secrets, licenses or other restrictions.

3.4 If You are an individual employed by another individual or a legal entity, You represent that Your employer has waived any of its rights in Your Contributions.

4. No Support. You are not expected to provide technical support for Your Contributions, except to the extent You desire to provide technical support. You may provide technical support for free, for a fee, or not at all. Any technical support provided by You to Okta for a fee must be memorialized in a separate, written agreement between the parties, if agreed to by the parties. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an “as is” basis, without warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of title, noninfringement, merchantability, or fitness for a particular purpose.

5. General. No failure or delay by you or Okta in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. Should any provision of this Agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of California, without regard to its conflict of laws provisions. The state and federal courts located in San Francisco, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. This Agreement does not supersede or amend any existing agreement between the parties for the purchase or use of either party’s products or services.

#### Authorization

By signing below, You agree that You have sole ownership over the Contributions granted herein and are legally authorized to make such an assignment.

Signature: \_\_\_\_\_

Printed Name (“You”): \_\_\_\_\_

Date Signed: \_\_\_\_\_

Email Address: \_\_\_\_\_