



## Terms and Conditions for the Okta Certification External Subject Matter Expert Program

The following Terms and Conditions for the Okta Certification External Subject Matter Expert Program (the "Agreement") between you/your and Okta, Inc. ("Okta") sets forth the terms and conditions for making contributions to the analysis and design of Okta certification exams, maintenance exams, and practice exams, as well as the development and review of those exams as a member of the Okta Certification External Subject Matter Expert Program ("Okta SME Program"). By signing this Agreement below, you agree to the terms of this Agreement. Okta reserves the right to make Okta SME Program selection decisions and to revoke your inclusion in the Okta SME Program at any time and at its sole discretion. The terms of this Agreement permit Okta to use the names and/or likenesses of Okta SME Program members for advertising and promotional purposes without compensation, unless required by law. Okta SME Program members may be required to execute additional agreements.

Participation in the Okta SME Program requires an application submitted to Okta to be considered a Subject Matter Expert ("SME") in the Okta SME Program. Only SMEs approved and invited by Okta's Director for Certification to participate in the Okta SME Program will be recognized as an Okta Certification Exam Subject Matter Expert matching the SMEs area of expertise. Only once recognized by Okta as a SME, SMEs are permitted to publicly share their SME status. SMEs are prohibited from disclosing any and all non-public exam content, including, but not limited to, questions, answers, and scores. As consideration for SME participation in the Okta SME Program, SMEs may receive the following benefits: recognition in the study guide associated with the exam project; opportunities to network with other SMEs, and possibly Okta employees; and up to 25% discount on a limited number of Okta Certification Exams annually. Okta SME Program benefits are reviewed and revised on an ongoing basis.

The parties agree to the following: (i) you agree to comply with the terms and policies of the Okta SME Program; (ii) the content you develop or help develop through your input and feedback will be referred to throughout this agreement as "Content;" (iii) you may create and/or modify certification exams, maintenance exams, practice exams, and/or study guides; (iv) you represent and warrant that you have the ability and subsequently agree to transfer and irrevocably assign the intellectual property rights of all Content to Okta (v) as part of the Okta Program, Okta may market and/or sell the Content; (vi) unless prohibited by law, you acknowledge you are a volunteer, not an employee, agent, or contractor of Okta, and will not be paid by Okta for any work performed under the terms of this Agreement; (vii) you represent and warrant all elements of the submitted Content is developed by you and are your original work (viii) you will release, indemnify, defend, and hold Okta, its affiliates, directors, employees, sponsors, agents, and partners from all third party claims in connection to Content.



Any action, suit or case arising out of or in connection with the Okta SME Program must be brought in the federal courts located in the northern District of California, or the state court located in San Francisco, California.

You have read this agreement carefully and understand and accept the obligations that it imposes on each party. You further state that no promises or representations have been made to induce agreement and that you accept this agreement voluntarily and freely.

Signatures

\_\_\_\_\_  
Okta Certification External Subject Matter Expert

\_\_\_\_\_  
Date

\_\_\_\_\_  
Okta Representative

\_\_\_\_\_  
Date

SAMPLE