Vulnerability Disclosure Policy Supplemental Terms

The terms here are supplement and form part of the Okta Vulnerability Disclosure Policy. Please visit the Okta Vulnerability Disclosure Policy (“Policy”) to review the Policy. The Okta Bug Bounty Rules (“Rules”), Standard Disclosure or Coordinated Disclosure Terms as applicable to the situation, and the Policy are collectively, the “Agreement”.

I. TERMS APPLICABLE TO BUGS SUBMITTED FOR REWARD VIA BUGCROWD

Any Okta product vulnerability (“Bug”) follows Bugcrowd’s Standard Disclosure Terms (https://bugcrowd.com/resources/standard-disclosureterms) (the “Standard Disclosure Terms”) as supplemented by the terms of the Policy. By submitting any Bug through the Bugcrowd Crowdcontrol platform (“Bug Program”), you acknowledge that you have read, understand, and agree to the Agreement. If there is any inconsistency between the Standard Disclosure Terms and these Rules, these Rules will control but only with regard to the Bug Program.

A. Eligibility Requirements
To be eligible for the Bug Program, you must not:
• Be a resident of, or make your Bug submission from, a country against which the United States has issued export sanctions or other trade restrictions (e.g., Cuba, Iran, North Korea, Sudan and Syria); or
• Be in violation of any national, state, or local law or regulation. Further, you may not publicly disclose your findings or the contents of your Submissions (as defined below) in any way without Okta’s prior written approval.

If Okta discovers that you do not meet any of the criteria above (or violate any of these Rules or terms of the Policy), Okta will remove you from the Bug Program and disqualify you from receiving any bounty payments. The Bug Program team retains the right and sole discretion to determine if the Bug submitted to the Bug Program is eligible for a bounty. All determinations as to the amount and timing of a bounty made by the Bug Program team are final.

II. TERMS APPLICABLE TO ALL RESEARCH

A. Okta’s Rights to Fully Exploit Submissions
Any Bugs, materials, information or other submissions you provide through the Crowdcontrol platform or other channel to Okta as vulnerability research shall be considered “Submission(s)”. As a condition of your participation in the Bug Program and the research you conduct under the Policy, you hereby grant Okta, its subsidiaries, affiliates, successors and customers a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable, sublicensable (through multiple tiers) and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create derivative work from, make, use, sell, offer for sale, import and otherwise fully exercise and exploit all of your Submissions and all related intellectual property rights for any purpose. Further, you hereby waive, and irrevocably agree not to assert, any and all claims of any nature arising out of any disclosure of a Submission to Okta.

B. Trademark
Unless you have our explicit written consent, you agree not to use our trademark, trade names, service mark, symbol, or other intellectual property of Okta or its affiliates. You may not represent in any way that any work or service that was provided by you was approved or endorsed by Okta or its affiliates.
C. Confidentiality
Any information you receive or collect about Okta, its customers, or its users through your research ("Confidential Information") must be kept confidential and only used in connection with the Bug Program and the Policy. You may not use, disclose or distribute any such Confidential Information, including, but not limited to, any information regarding your findings and information you obtain when researching the Okta products and services, without Okta's prior written consent. You agree to hold Confidential Information in strict confidence and may not copy, display, sell, share, or disclose in any way such information to third parties or use such information for any purpose other than as permitted explicitly through the Policy or these rules.

D. Limitation of Liability
OKTA AND ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY FOR: (A) ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (B) ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND PROPERLY OWED TO YOU IN CONNECTION WITH THE POLICY AND BOUNTY PROGRAM OR, IF GREATER, ONE THOUSAND DOLLARS ($1000), IN EACH CASE, WHETHER OR NOT OKTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

E. Miscellaneous
This Agreement is not assignable or transferable by you except with Okta’s prior written consent. Okta may transfer and assign any of its rights and obligations under this Agreement without consent. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Okta in any respect whatsoever. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

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