Auth0 Marketplace Partner Agreement

This Auth0 Marketplace Partner Agreement (this “Agreement”) forms a legally binding agreement between Auth0, Inc. (“Auth0”, “we” or “us”) and the individual or entity registering as a development partner in the Auth0 Marketplace (“Partner” or “you”). If you are an individual registering for the Auth0 Marketplace on behalf of your company, government, or other entity (for example, as an employee or governmental official), then “you” means your entity and you are binding your entity to this Agreement. Under this Agreement, you appoint and authorize Auth0, as your commercial agent, to promote, test, and distribute Marketplace Integrations (as defined below) on the terms and conditions of this Agreement, and Auth0 accepts such appointment. Before clicking to agree to this Agreement or executing this agreement (as the case may be), please carefully read the terms and conditions below. Auth0 may modify this Agreement from time to time, subject to the terms in Section 18 (Agreement Changes) below. The Auth0 Marketplace is not intended for and may not be used by anyone under the age of 18.

This Agreement may be signed, but does not have to be signed in order to be binding. You can also indicate your assent to the terms of this Agreement by (i) checking a box, clicking “accept”, or performing another similar action to accept the Agreement that is presented to you at the time you sign up to list your products on the Auth0 Marketplace or (ii) by submitting any Marketplace Integration to the Auth0 Marketplace.

1. Welcome to the Auth0 Marketplace
The Auth0 Marketplace is a forum for connecting Partners who make Integrations for Auth0 products with potential end users. Integrations can be written using Auth0’s Developer Assets and are written for use with Auth0’s products. Unless otherwise agreed to in writing between Partner and Auth0, Integrations may only be offered free of charge. Partners may make their Integrations available to end users outside of the Marketplace (e.g., on Partner’s own website) as well as within the Auth0 Marketplace.

2. Key Definitions
2.1. “Auth0 Developer Assets” or “Developer Assets” means Auth0’s proprietary APIs and SDKs that it makes available to you to for the purpose of developing Integrations (i) at https://auth0.com/docs/api/info and (ii) any other Auth0 web properties.
2.2. “Auth0 Marketplace” or “Marketplace” means https://marketplace.auth0.com or any other Auth0 web properties describing the Marketplace, which

2.3 “Auth0 Platform” means the computer software applications, tools, application programming interfaces (APIs), and connectors provided by Auth0 as its online identity management platform as a service offering, together with the programs, networks and equipment that Auth0 uses to make such platform available to its customers.
2.4. “Marketplace Guidelines” means the terms, rules and policies that Auth0 makes available at https://auth0.com/docs/ and other Auth0 web properties describing the Marketplace, which
set forth certain requirements (as may be modified by Auth0 from time to time) for including your Marketplace Integrations in the Auth0 Marketplace.

2.5. “Marketplace Integrations” or “Integrations” means cloud applications, plug-ins, integrations or extensions that are designed to interoperate with Auth0’s proprietary cloud offerings (through use of Auth0 Developer Assets) and that you deliver to Auth0 or make available through the Marketplace. For the sake of clarity, “Integrations” are considered to be separate and apart from any underlying service to which the Integration may connect or interoperate, and include all New Versions of existing Integrations.

2.6. “New Versions” means any enhancements, upgrades, updates, bug fixes, patches, new versions and other modifications and amendments to your Integrations.

3. Submission, Approval and Presentation of Your Integrations

3.1. Submission Process. In order to participate in the Marketplace, Partner must submit a request in the form required by Auth0. The requirements for each submission shall be communicated to you electronically and/or via the Marketplace Guidelines, which Auth0 may update from time to time in its sole discretion. The Marketplace Guidelines may include minimum requirements for Partners and Integrations. Partner may also be required to create an account on a publishing portal in order to manage the submission process. If Auth0 approves the Partner Integration for inclusion on the Auth0 Marketplace, Auth0 may publish the Partner Integration on the Auth0 Marketplace, subject to the terms and conditions of this Agreement. Auth0 reserves the right to reject any Partner application for any or no reason. Partner is responsible for ensuring that the Content (as defined below) associated with its Integration is accurate and up to date at all times.

3.2 Presentation of Partner Integrations. Auth0 reserves the right to determine the manner in which Integrations, your Content, and any other information intended to inform Marketplace users about an Integration, is presented and promoted in the Marketplace. Auth0 shall have no obligations to post, maintain, ensure the accuracy of or otherwise manage or handle the Content or Integration listing information.


4.1 Generally. Auth0 requires certain minimum standards of its Partners with regards to their conduct within the Marketplace, the content of Partners’ interactions in public forums and Partners’ publicly available Integration Content. Any updates to these standards shall be communicated to you via email and/or the Marketplace Guidelines.

4.2 Acceptable Use Policy. In your activities under this Agreement, you agree to comply with the Auth0 Acceptable Use Policy (as may be modified from time to time by Auth0) (the “AUP”).

4.3 Integration Content and Auth0 Community Rules. In addition to the AUP, Partners agree to abide by the following rules for all Integration Content listings in the Marketplace, any engagement in the Auth0 Community located at https://community.auth0.com/, and any other publicly available forum on Auth0’s web properties: (1) All postings and Content shall be free of copyright infringement and abusive language; (2) Integration Content shall clearly describe the function and value proposition of the Integration; (3) all communications shall use professional language and shall not include direct comparisons to competing products; and (4) Partners shall
never use language that attempts to or does in fact damage, defame, disparage or otherwise attack other Auth0 Partners or customers.

5. Your Content; Rights Grants to Auth0
5.1. Delivery of Your Content. You will deliver or make available your Integration(s) to Auth0 prior to the initial availability date you designate for the Integration (the “Initial Availability Date”). Together with delivery of each Integration, you will also provide the following information and materials: (a) Integration title, Initial Availability Date, date last updated, Integration category (if applicable), Marketplace Partner business name and legal name (if different), product description, icon, logo or banner images, and any other information related to the Integrations that Auth0 requires; (b) the metadata, graphics, artwork, images, trademarks, trade names, logos and other descriptive or identifying information and materials associated with you or a particular Integration that you wish to appear in connection with your Integration; (c) your Marketplace Partner Terms (defined in Section 5.1) ((a)-(c), collectively, “Product Information”). Together, Integrations and Product Information are “Content”.
5.2. Accuracy. You are responsible for providing accurate Product Information. If any Product Information is inaccurate or needs to be updated or modified, you will promptly provide Auth0 with corrections, updates, or modifications.
5.3. Compliance. You will ensure that all Content complies with this Agreement, including Auth0’s Marketplace Guidelines (which are hereby incorporated into this Agreement). However, this Agreement will control in the event of any direct conflict with the Marketplace Guidelines or any additional policies included or referenced in the Marketplace Guidelines.
5.4. Rights Grants to Auth0. You hereby grant Auth0, during the Term (and thereafter in accordance with Section 11 (Term and Termination)), the nonexclusive, royalty-free, worldwide right and license:
   (a) to distribute and make available your Marketplace Integrations through the Auth0 Marketplace to end users (either directly or, unless you opt out, through Auth0 channel partners) by all means of electronic distribution available now or in the future;
   (b) to use, reproduce, distribute, reformat, create excerpts from, promote, advertise, transmit, and publicly display and perform the Product Information (and any such excerpts) in any and all digital and other formats for promotional purposes in connection with (i) the Auth0 Marketplace and (ii) listings for your Integrations;
   (c) otherwise to use, store, copy and distribute your Content (i) for testing and evaluation (including scanning for Viruses, as defined in Section 12.6) conducted by Auth0 and its third party contractors; (ii) for purposes of exercising Auth0’s rights and fulfilling Auth0’s obligations hereunder; and (iii) for purposes of enforcing this Agreement and the Marketplace Guidelines.
5.5. License Clarifications. The licenses granted to Auth0 in Section 5.4: (i) include rights to distribute, promote and make available New Versions to eligible end users, (ii) include the right, as described in Section 11 (Term and Termination), to continue to retain and make available Integrations and Product Information to existing end users after the Term as necessary, and (iii) are granted under all applicable intellectual property rights (including patent rights).
5.6. Delivery Commitment. You will deliver electronically to Auth0 (and continue to make available during the Term) all versions of Integrations for which you have the rights as required
under this Agreement. You will deliver any New Versions of the Marketplace Integrations, together with any related Product Information, as soon as they are available.

6. Providing Rights to End Users; Partner Privacy Policy Requirement

6.1 Marketplace Partner Terms. You, not Auth0, make your Integrations available to end users, and, generally, you must provide your own legally adequate customer terms of use and privacy policy to end users ("Marketplace Partner Terms") for each individual Integration. If you do not provide your own customer terms of use, Section 6.3 (Minimum Terms of Use for End Users) shall apply to end users’ use of your Integrations. However, you must still provide your own privacy policy to all end users of your Integrations. Your Marketplace Partner Terms must include, comply with, and be consistent with, the terms and conditions of this Agreement, including Section 6.3 (Minimum Terms of Use for End Users) and Section 8.3 (End User Data and Privacy-Related Obligations). You agree that Auth0 does not and will not have any responsibility or liability related to compliance or non-compliance by you or any end user with respect to your Marketplace Partner Terms.

6.2. End User Support. You will use commercially reasonable efforts to provide telephone, web-based and/or email support to the end users of your Marketplace Integrations during normal business hours. You will provide to Auth0 a current email address to which Auth0 may direct inquiries from users regarding your Marketplace Integrations. You are solely responsible for providing all support for your Marketplace Integrations, and for providing to end users of your Marketplace Integrations all information necessary for their use of your Marketplace Integrations. At a minimum you agree to respond within 24 hours to any support request that Auth0 identifies as critical, and in all other cases within five business days of request from an end user or Auth0.

6.3 Minimum Terms of Use for End Users.

***Begin Minimum Terms of Use for End Users***

A. The Auth0 Marketplace Partner on the listing in Auth0’s Marketplace for this Integration ("Partner") is the legal entity (i) granting rights to you to use the Auth0 Marketplace integration ("Integration") and (ii) imposing any restrictions on end users in connection with the use of this Integration. Auth0 is not a party to the Terms of Use nor the Privacy Policy for end users of this Integration.

B. Except as otherwise limited by these Terms of Use, Partner grants the end user the rights to access, use, deploy and integrate the Integration in connection with the Auth0 Platform for the duration of the term of these Terms of Use.

C. Any information that Partner collects, stores and processes from end users or the systems end user uses to access or deploy the Integration, including personal data ("End User Data"), will be subject to the Integration Terms of Use, Partner’s Privacy Policy, and any other similar terms that the Partner provides to end user. For the sake of clarity, all collection, sharing, storage, processing and usage of any End User Data by the Integration and Partner is not covered by Auth0’s privacy policy.

D. End user may not (i) modify, reverse engineer, decompile or disassemble the Integration in whole or in part, (ii) create any derivative works from or sublicense any rights in the
Integration, or (iii) share, rent or lease the Integration unless otherwise expressly authorized in writing by Partner.

E. Each of Partner and the end user shall maintain all rights, title and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, “IP Rights”). The rights granted to end user to use the Integration under these Integration Terms of Service do not convey any additional rights in the Integration or related Partner service, or in any IP Rights associated therewith. Subject only to limited rights to access and use the Integration as expressly stated herein, all rights, title and interest in and to the Integration and all hardware, software and other components of or used to provide the Integration, including all related IP Rights, will remain with and belong exclusively to the Partner. Partner shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Integration or otherwise use any suggestions, enhancement requests, recommendations or other feedback it receives from end user.

F. Termination. These Terms of Use are effective upon installation or enablement of the Integration and shall continue to be in effect until terminated in writing by end user or Partner to the other party.

G. NO WARRANTY. END USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE APP IS AT END USER’S SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP AND ANY SERVICES PERFORMED OR PROVIDED BY THE APP ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PARTNER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APP AND ANY RELATED SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS.

H. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL PARTNER BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO END USER'S USE OF OR INABILITY TO USE THE APP, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Partner’s total liability to end user for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty US dollars (USD$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

***End Minimum Terms of Use for End Users***

7. Reservations of Rights
As between you and us, you retain all right, title and interest in and to Content that you deliver to us, excluding any Auth0 Developer Assets or other Auth0 technology or materials used or included in the Content. Subject to your foregoing rights in the Content, Auth0 retains all right, title and interest in and to the Auth0 Marketplace, the Auth0 Platform, Auth0 Developer Assets, all Auth0 products, and all technology, content, information, services, trademarks and other intellectual property used in connection with the foregoing.

8. Additional Auth0 Marketplace Terms

8.1. Prohibited Actions; Responsibilities. Except to the extent, if any, permitted by applicable law or required by Auth0’s licensors, you may not reverse engineer, disassemble or decompile any Auth0 code or technology used in connection with the Auth0 Marketplace, including any Auth0 Developer Assets. You will not take any action that interferes with, damages, or accesses or uses in any unauthorized manner the hardware, software, networks, technologies or other properties or services of Auth0 or of any end user or other third party. You agree not to make any representations, guarantees or warranties to Auth0 and all other third parties (1) that violate any laws or regulations, including any false advertising or consumer protection laws, (2) with respect to Auth0, regarding the Auth0 Marketplace, or Auth0’s product or services, or (3) by Auth0 or on behalf of Auth0. You may not sell any data provided by Auth0 or collected from end users in connection with providing your Integration. In addition, you may not license, share or transfer any such data to a third party unless it is necessary solely for providing the functionality of your Integration and, in such case, only in accordance with (i) applicable Laws and (ii) any representations, statements and agreements you have made to your end users. In all activities under this Agreement, you agree to conduct yourself in a professional manner and not to disparage or devalue Auth0 or the Marketplace.

8.2. Auth0 Marketplace Operations. Auth0 maintains sole discretion to determine all features and operations of the Auth0 Marketplace. You acknowledge that Auth0 has no obligation to promote, distribute, list or offer for sale any Marketplace Integration, or to continue to do so.

8.3. End User Data and Privacy-Related Obligations.

(a) Data Collection. Auth0 may provide you with access to data or information (including personal data) associated with your Integrations that is collected by Auth0 through the Auth0 Marketplace, including end user name, company name (if any), physical or email addresses, IP addresses and phone numbers. Based on the activities under this Agreement, subject to the provisions of this Section 8.3, you may also collect other information or data from those end users who have installed your Integration, which may include personal data, but only as necessary for purposes of providing and improving the functionality and user experience of your Integration. Any data or information provided or collected pursuant to this subsection (a) is collectively "End User Data".

(b) Use of End User Data. You agree that you will: (i) use, process, share, transfer and limit data collected from API calls to End User Data as has been specifically authorized by the end user or that is strictly necessary for the purposes of providing and improving the functionality and user experience of your Integration(s), (ii) not modify any End User Data or content in a manner that adversely affects the integrity of End User Data, and (iii) treat, store, transmit, use, or otherwise process the End User Data only in accordance with (1) your Marketplace Partner Terms and applicable Privacy Policy and (2) all applicable laws, rules, regulations, orders, and other
requirements of governmental agencies (part (2), "Laws"). For the sake of clarity, Auth0 shall not be liable for, or have any responsibility in connection with, End User Data processed, used, shared, stored or transferred by you or your Integration, and such activities with regard to End User Data are not in any way by or on behalf of Auth0.

(c) End User Communication. You may use End User Data to communicate directly with end users, provided that such communication is: (i) with designated technical and billing contacts only, (ii) required under applicable law, or (iii) consented to or requested by the end user. In all cases, you will ensure that any communication with end users is conducted in accordance with all applicable laws (including obtaining all required end user consents). Notwithstanding the foregoing, you shall not send marketing messages to end users within any product experience integrated with Auth0 products without the explicit written consent of Auth0.

(d) Privacy Policy. Without limiting the foregoing and with respect to End User Data, you shall (i) provide legally adequate privacy policies to each end user from whom you collect, access or otherwise process End User Data, (ii) obtain all necessary consents to process, use, share or transfer End User Data under applicable Laws, and (iii) clearly and conspicuously notify end users in your privacy policy that Auth0 is not responsible for the privacy, security or integrity of End User Data collected or processed by you as an Auth0 Marketplace Partner or by your Auth0 Marketplace Integration. Your privacy policy must provide clear and complete information to the end user regarding your collection, use and disclosure of End User Data and any other disclosures required under applicable Laws. You shall comply with the terms and conditions of your privacy policy and agree to promptly notify end users and Auth0 of any material change in your privacy policy.

(e) Security. You shall maintain and handle all End User Data in accordance with: (i) privacy and security measures adequate to preserve its confidentiality and security and (ii) all applicable Laws. You agree to implement and maintain appropriate technical and organizational measures (1) to ensure a level of security appropriate for the processing operations you undertake, (2) that are, in any case, no less than measures consistent with industry standard best practices, and (3) that are equal to or better than any security measures you have disclosed to Auth0 as part of your application to publish your Integration on the Auth0 Marketplace. In addition, you shall follow any security requirement that Auth0 has made available to Partners.

(f) Security and Privacy Review. Auth0, or an authorized third-party selected by us, may conduct a security or privacy review of any Integration to ensure compliance with (i) your obligations under Section 8.3 or (ii) any other security and privacy related sections of the Marketplace Guidelines. Security and privacy reviews may include, without limitation: information requests to you, reviews of your documentation, interviews, security testing, technical testing and reviews, code reviews and scans (which may reverse engineer binary code), event logging, network testing, and vulnerability threat assessments. In addition, Auth0 reserves the right to request that you provide the source code for your Integration, but solely for the purpose of Auth0 conducting security, privacy, and/or performance tests. You agree to reasonably and promptly cooperate with such requests and reviews of your Integration(s) and/or your Integration’s supporting infrastructure. Auth0 also manages bug bounty programs using third party service providers from time to time, and if you elect to participate in the bug bounty programs, you give Auth0 the right to submit your Marketplace Integrations to bug bounty programs. Further, such bug bounty programs Auth0, or Auth0 customers, or its or their service providers, may conduct on the Auth0
Platform could reveal bugs or vulnerabilities in your Integration(s) as they interoperate with the Auth0 Platform. In such a case, Auth0 may communicate discovered bugs to you and you shall make best efforts to fix any such bugs that reveal security or data breach vulnerabilities as soon as reasonably possible, consistent with industry practices, or risk your Integration being suspended. Any communications from Auth0 to you regarding bugs or vulnerabilities are considered to be Confidential Information of Auth0 under this Agreement and you may not publicly discuss or communicate any such information regarding bugs or vulnerabilities in your Integrations or the Auth0 Platform without getting Auth0’s express written permission beforehand. While Auth0 will attempt to reasonably coordinate with you regarding any bug or vulnerability in your Integration, Auth0 reserves the right to disclose the nature and existence of the bug or vulnerability to its customers or other third parties at any time, in its sole and absolute discretion.

(g) Incident Notification. In the event of any Incident (as defined below), you are solely responsible, at your own expense, (i) for investigation and remediation of the Incident and (ii) for your own data breach notifications to affected end users and, where applicable, regulatory authorities, in accordance with applicable Laws and industry standards. Upon any discovery or notice of an Incident, subject to any applicable (x) Laws and (y) Marketplace Partner Terms, you will promptly (but in any event, no later than within 24 hours) notify Auth0 at security@auth0.com, with a copy to legal@auth0.com. At Auth0’s request, you will provide Auth0 with further information and prompt assistance related to the Incident, including information regarding how it may affect Auth0 products, the Auth0 Platform or the Auth0 Marketplace. In addition, you will comply with any Incident guidelines or procedures that Auth0 publishes in the Marketplace Guidelines (as may be updated from time to time) or otherwise communicates to you. Without limiting any other reserved rights of termination or suspension, Auth0 may de-list your Integration from the Auth0 Marketplace or suspend use of or access of your Integration to Auth0 products as a result of any Incident or any review discussed in Section 8.3(f).

“Incident” means any actual or suspected (i) unauthorized access, acquisition, use, disclosure, modification, loss or destruction of End User Data in the possession or control of Marketplace Partner or its agents or contractors (whether intentional or accidental), (ii) security vulnerability or compromise of a Marketplace Partner’s Integration, or (iii) an issue that materially degrades Auth0 systems or networks.

8.4 End User Load Testing or Penetration Testing. Auth0 allows its customers to conduct load testing on customer infrastructure and applications that interoperate with the Auth0 Platform, and penetration testing on customer infrastructure, applications and the Auth0 Platform, as Auth0 customers determine to be necessary or advisable. Auth0 customers shall also have the right to conduct such testing on Integrations in the Marketplace. Auth0 is not responsible for or liable to Partner for any damages, interruptions, downtime, data breaches, Incidents, or any other negative consequences of such customer load or penetration testing.

8.5. Export Controls and Economic Sanctions. You acknowledge that you develop and offer Integrations through Auth0 via its Marketplace, and you agree to ensure compliance with all export controls and economic sanctions, laws and regulations. You also acknowledge that Auth0 and others may lawfully rely on your determination of your Integration’s export control status. Thus, you hereby represent, warrant, and certify that: (1) your Integrations are authorized for
export from the United States to each country to which you permit them to be distributed or made available through the Marketplace, in accordance with the requirements of the United States Export Administration Regulations, 15 C.F.R. Parts 730-774; and (2) either (i) the Integrations do not contain, use or support any data encryption or cryptographic functions ("Encryption Technology") or (ii) you have qualified each Integration containing, using or supporting Encryption Technology for export as a "mass market encryption item" in accordance with 15 C.F.R Part 742.15(b)(2) and will, upon request, provide Auth0 with a copy of the applicable Encryption Registration Number or mass market export classification ruling (CCATS) issued by the United States Commerce Department, Bureau of Industry and Security. You further agree to comply with any and all ongoing export control and reporting obligations, if applicable, related to any of your Integrations. You agree to indemnify Auth0 of any claim brought against Auth0 for violation of any export controls or economic sanctions law or regulation related to your Integrations. You further agree to notify Auth0 of any non-U.S. export control laws or regulations relevant to your Integrations, and you represent, warrant, and certify to Auth0 that you will comply with all applicable export control and economic sanctions laws and regulations.

8.6. Feedback. You hereby grant Auth0 a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit Feedback (as defined below) for any purpose, including incorporating or implementing the Feedback in the Auth0 Marketplace or any Auth0 products, applications or services. You agree that Auth0 may exploit all Feedback without any restriction or obligation on account of intellectual property rights or otherwise. “Feedback” means any feedback, comments, suggestions, ideas, description of processes or other information that you may provide to Auth0 from time to time about or in connection with Auth0 Marketplace and the Auth0 Platform, including any ideas, concepts, know-how or techniques contained therein.

8.7. Aggregated Information. In addition to Auth0’s other rights, Auth0 may collect data and information, including personal information, regarding the Marketplace and Integrations. Auth0 will not publish any such data or information except on an aggregated or de-identified basis, unless otherwise agreed by you in writing. Subject to the foregoing, we will not provide information to any third party about Integrations, or about customers’ or end users’ use of Integrations, except as necessary for us to perform our obligations under this Agreement, or as is otherwise required for Auth0 to provide its products and services to our customers pursuant to our agreements with them.

8.8. Integration Programs. Auth0 may develop certain programs for Marketplace Partners and Integrations in the future based on security review standards, user adoption numbers, support levels or other criteria ("Integration Programs"). There is no guarantee that Auth0 will develop any such Integration Programs, but any Integration Program requirements or criteria may be communicated to Partners via the Marketplace Guidelines and/or email. The foregoing notwithstanding, in no event whatsoever will you state or imply that Auth0 endorses, sponsors or guarantees your Integrations.

9. Auth0 Control of Marketplace
Auth0 may determine in its sole discretion to make available or list any Marketplace Integration through the Auth0 Marketplace, or to remove any Integration from the Auth0 Marketplace. Auth0 may stop any transaction, or take other actions as needed to restrict access to or
availability of any Integrations or Content that does not comply with this Agreement or that otherwise might adversely affect end users. Inclusion of an Integration in the Marketplace does not relieve you of responsibility to ensure the Integration complies with this Agreement or to perform other obligations under this Agreement.

10. Auth0 Developer Assets License
10.1 License. Marketplace Integrations can be written or developed using the Auth0 Developer Assets. Auth0 grants you a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the term of this Agreement to: (a) use Developer Assets and make calls to Developer Assets to develop, implement and distribute Integrations solely for use by Auth0 end users in connection with the Auth0 Platform and Marketplace; (b) use, reproduce, distribute, and transmit End User Data to the extent necessary to format and display it through the Integrations; (c) use and display the Marks only to identify that the End User Data originates from the Auth0 Platform; and (d) market Integrations through the Marketplace in accordance with this Agreement.

10.2 License Restrictions. You agree to and acknowledge the following license restrictions: (i) no right to commercially perform, distribute, or use the Developer Assets (or sublicense any of the foregoing rights) outside of the Marketplace is granted under this Agreement; (ii) in no event will you make available the Developer Assets in source code form to an end user or any other third party; (iii) none of the following rights are granted with respect to the Developer Assets: the right to distribute, publicly display, or to create derivatives (e.g., a superset or subset of the Developer Assets); and (iv) the Developer Assets shall not be used to access a service other than the Auth0 Platform. Auth0 may limit the number and/or frequency of API requests to the Auth0 Platform, or any use of the Developer Assets that could damage, disable, overburden, impair or otherwise interfere with the Auth0 Platform.

10.3. Identity Provider Services. The Auth0 Platform includes functionality that enables end users, at the end user’s option, to connect with certain IdP (as defined below) services or sites, via public facing APIs provided and controlled by the IdP. Any authentication information transmitted to or accessed by the Auth0 Platform from an IdP is considered End User Data under this Agreement. If an IdP modifies its APIs or equivalents so that they no longer interoperate with the Auth0 Platform or an Integration, or imposes requirements on interoperability that are unreasonable for Auth0, Auth0 may cease or suspend its provision of interoperability between the Auth0 Platform, an Integration and the affected IdP services or sites, without liability to Partner or end user. Auth0 has no responsibility for the acquisition, development, implementation, operation, support, maintenance or security of any IdP or any End User Data that gets shared or transmitted between an Integration and an IdP. “Identity Provider” or “IdP” means a compatible third party online service or website that authenticates users on the Internet by means of publicly available API’s, such as Google, LinkedIn or Facebook.

11. Term and Termination
11.1. Term. The term of this Agreement (the “Term”) will begin on the date you agree to it in the manner set forth in the introduction of this Agreement and will continue until you or Auth0 terminates it.

11.2. Termination Rights.
(a) Both Auth0 and you are entitled to terminate this Agreement, in its entirety or with respect to particular Integrations, with thirty (30) days advance written notice to the other party. In addition, either party may terminate this Agreement upon immediate written notice to the other party if (1) the other party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, or makes an assignment for the benefit of creditors, (2) the party breaches its confidentiality or privacy related obligations under this Agreement, or (3) infringes or misappropriates the terminating party’s intellectual property rights.

(b) Notwithstanding anything to the contrary in this Agreement, immediately upon notice to you (or with the notice specified by Auth0 at the time), Auth0 may also terminate this Agreement and/or terminate or suspend your access to the Marketplace, with respect to any particular Integrations or all Integrations, under the following circumstances: (i) Auth0 ceases to operate the Marketplace, (ii) you violate Auth0’s AUP, (iii) Auth0 suspends or terminates the Auth0 Developer Assets License in Section 10 as it relates to you or your Integration(s), or (iv) Auth0 determines (in its discretion) that your participation in the Marketplace could result in: (x) legal or business liability or damage to Auth0 or any third party or (y) otherwise harm the Marketplace or other Marketplace Partners or users.

11.3. Effect of Termination; Transition.

(a) Pending Orders; Transition Period. Following any termination or expiration of this Agreement or withdrawal of your Integration from the Marketplace, Auth0 will use reasonable efforts to take down the listing for your Integration within forty-five (45) days after the effective date of termination (or, if specified by Auth0, within the same period after notice of termination) (the “Transition Period”). Auth0 may also retain copies of your Content after termination or expiration of this Agreement, or withdrawal of your Integration, for its own record-keeping purposes.

(b) End User Rights. Unless otherwise specified by Auth0, all end user subscriptions to Integrations (including any related support or maintenance periods) will survive termination or expiration of this Agreement in accordance with the applicable Marketplace Partner Terms. As such, Auth0 may continue to make available any Integrations for further access, downloads or re-downloads by existing end users of those Integrations for the duration of their applicable license, subscription or maintenance term (including after the Transition Period) (the “Surviving Term”), as necessary.

(c) Your Transition Obligations. Prior to expiration of the Transition Period (and otherwise in a timely manner) you are responsible for doing the following, consistent with Auth0’s guidance and instructions: (1) making the Integration (including any New Versions) available to Auth0 and Marketplace users on a hosted basis at least until the conclusion of any Surviving Terms to the extent the Surviving Terms require; (2) arranging to provide for ongoing support and maintenance (including New Versions) with respect to your Integrations for all end users to whom you have promised such rights for the duration of the term for which you have committed to provide such support and maintenance; and (3) communicating such matters accurately and in a positive and professional manner to end users. For the sake of clarity, after termination, you are not obligated to provide any New Versions of your terminated Integration to Auth0 for availability under this Agreement thereafter, but Auth0’s post-termination rights in this Section 11.3 will apply for the latest version of the Integration you provided to Auth0 hereunder (and any prior versions).
11.4. Survival. The following sections of this Agreement will survive termination or expiration of this Agreement and any Transition Period: Sections 5.2 (Accuracy), 8 (Additional Auth0 Marketplace Terms), and 10 (Auth0 Developer Assets License) through 20 (General).

12. Representations and Warranties
You represent, warrant and covenant that:
12.1. You are at least 18 years of age and are able to form a legally binding contract. If Partner is a business or other legal entity and not an individual, then the individual entering into this Agreement on Partner’s behalf represents that he or she has all necessary legal authority to bind Partner to this Agreement;
12.2. You have the full right, power, and authority to enter into and fully perform this Agreement;
12.3. Before providing Auth0 any Content in the Auth0 Marketplace, you will have obtained the rights necessary for the exercise of all rights granted under this Agreement and to end users in relation to the Content, and you will be solely responsible for and will pay any licensors or co-owners any royalties or other monies due to them related to such Content;
12.4. None of the following will violate any Law, contain any defamatory material, or violate or infringe any intellectual property, proprietary, or other rights of any person or entity (including contractual rights, copyrights, trademarks, patents, trade dress, trade secret, common law rights, rights of publicity, or privacy, or moral rights): (i) the exercise of any rights granted under this Agreement; (ii) the Content; (iii) making Integrations available and all corresponding distribution of the Content as contemplated in this Agreement; or (iv) any notices, instructions or advertising by you for or in connection with any Content;
12.5. You will immediately notify Auth0 if you lose any IP rights related to your Integrations or become aware of a third party claim related to these rights;
12.6. Your Content will not contain any viruses, spyware, “Trojan horses,” or other “malware” or harmful code (“Viruses”), and will not cause injury to any person or damage to any property; and
12.7. You will include any attributions, copyright information and other notices, terms and conditions that may be required to be provided to end users (e.g., as part of your Marketplace Partner Terms) based on your use of third party “open source” software or other third party intellectual property in any Integration. You will also promptly make available to Auth0, end users and any other third party that is entitled to it, the source code corresponding to any Integration or portion thereof if required, and in the manner required, by applicable third party terms and conditions (such as copyleft open source licenses). Auth0’s exploitation (in any manner as permitted hereunder) of any Content will not subject it to, or cause it to violate, any open source or other third party terms or agreements of any kind.

13. Indemnity
You will indemnify, defend and hold Auth0 and its subsidiaries (including its respective affiliates, officers, directors, employees, contractors and assigns) harmless from and against any loss, claim, liability, damage, action or cause of action (including reasonable attorneys’ fees) arising out of any third party claim relating to any (i) Content or the use of Content (including any claims made by or arising from end users), (ii) your breach or alleged breach of this Agreement, or (iii) any Incidents caused by your Integrations or third party services supporting your Integrations (individually, a “Claim,” and collectively, the “Claims”). In any defense or settlement
negotiations, you will keep Auth0 apprised of all relevant developments, including the choice of
counsel. Auth0 may participate in the defense or settlement of any Claim at its own expense. You
will provide Auth0 with reasonable notice of any judgment entered against Auth0 or any
settlement terms offered to settle a Claim and you will not consent to the entry of a judgment or
settle a Claim without Auth0’s prior written consent, which we may not unreasonably withhold.
If you do not promptly assume and reasonably conduct the defense of a Claim or take reasonable
action to settle any such Claim after being provided with sufficient reasonable advance notice to
evaluate the Claim, then Auth0 may take control of the defense (without limiting your
indemnification obligations). Your obligations under this Section 13 are independent of your
other obligations under the Agreement.

14. Auth0 Confidential Information
14.1. Definition. All information disclosed by Auth0 that is marked as confidential or proprietary
or that you should reasonably understand to be confidential or proprietary is “Confidential
Information”. Confidential Information includes non-public aspects of the Marketplace, Auth0’s
products, the Auth0 Platform, and Auth0’s Developer Assets; non-public aspects of third-party
applications listed in the Marketplace to which you obtain access as a result of the relationship
between you and Auth0 under this Agreement; non-public End User Data; and non-public
technology, technical information and product plans to which you obtain access as a result of the
relationship between you and Auth0 under this Agreement. Confidential Information shall not
include any information that: (i) is or becomes generally known to the public; (ii) was known to
you before its disclosure hereunder; or (iii) is received from a third party, in each case without
breach of an obligation owed to Auth0 or anyone else.

14.2. Your Obligations. During and after the term of this Agreement, you shall (a) maintain
Confidential Information in confidence (using at least the same measures as for your own
confidential information, and no less than reasonable care) and not divulge it to any third party
and (b) only use Confidential Information to fulfill your obligations under this Agreement. If you
are compelled by law to disclose Confidential Information, you must provide Auth0 with prior
notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance,
at Auth0’s cost, if Auth0 wishes to contest the disclosure.

14.3. Injunctive Relief. In event of actual or threatened breach of this Section 14, Auth0 shall
have the right, in addition to any other remedies available to it, to seek injunctive relief to protect
its Confidential Information, it being specifically acknowledged by the parties that other available
remedies may be inadequate.

15. Information You Provide Is Not Confidential
15.1. You understand and agree that Auth0 develops its own products and services and works
with many other partners and developers, and either Auth0 or these third parties could in the
future develop (or may have already developed) products similar to yours.

15.2. You should not provide to Auth0 any information that you consider confidential, and you
agree that Auth0 is not subject to any confidentiality obligations or use restrictions related to
information that you may provide to us in relation to this Agreement. You expressly agree that
neither this Agreement nor your participation in the Marketplace limits Auth0’s right to develop
or have developed for it products, concepts, systems or techniques that are similar to or compete
with any Integration or any other products, concepts, systems or techniques contemplated by or embodied in information you disclose to Auth0. For clarity, however, this paragraph, in itself, does not grant Auth0 any license under your intellectual property rights.

**15.3. Subject to Section 15.1, and Section 15.2 notwithstanding, Auth0 agrees to keep the following information confidential:** (a) your source code to the extent any of it is obtained by Auth0 pursuant to section 8.3(f), (b) any financial information marked as Confidential by Partner, and (c) information regarding security vulnerabilities and bugs in the Auth0 Platform and Integrations ("Security Information"). With respect to 15.3(c), Auth0 reserves the right to disclose any Security Information shared by Partner with end users, customers, and other third parties (such as security consultants) as Auth0 deems reasonable or necessary to mitigate any potential damages or harm that could result to Auth0, Partner, end users or others from such Security Information.

**16. Auth0 Trademarks**
You will not violate Auth0 intellectual property in any form, including Auth0 patents, trademarks, copyrights, and trade secrets. You will: (i) only use Auth0 Marks in the form and manner pursuant to any Auth0 provided trademark usage and branding guidelines provided or communicated to you and only in connection with the offering of your Integrations in the Marketplace; (ii) follow any other policies that Auth0 communicates to you regarding the use of Auth0 Marks as keywords in online search engines; (iii) not register any domain names that contain any terms that are the same or similar to any Auth0 Marks; and (iv) upon expiration or termination of this Agreement for any reason, immediately cease all use of the Auth0 Marks, unless you are otherwise authorized to continue using the Auth0 Marks pursuant to a separate written agreement with Auth0. "Auth0 Marks” means the trademarks, trade names, service marks and logos owned or otherwise used by Auth0. Nothing contained herein shall grant you any ownership right in the Auth0 Marks or any other Auth0 intellectual property.

**17. Warranty Disclaimers and Limitations of Liability**

**17.1. Disclaimer of Warranties.** THE AUTH0 MARKETPLACE, AUTH0 MARKS, THE AUTH0 PLATFORM AND ALL AUTH0 DEVELOPER ASSETS ARE PROVIDED "AS IS" AND AUTH0 EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

**17.2. Limitations of Liability.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 13 ABOVE AND EXCEPT FOR PARTNER’S BREACH OF SECTION 8.1 (PROHIBITED ACTIONS; RESPONSIBILITIES), SECTION 8.3 (END USER DATA AND PRIVACY-RELATED OBLIGATIONS) OR SECTION 14 (CONFIDENTIALITY): (A) NEITHER YOU NOR AUTH0 SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF YOU OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT SHALL AUTH0’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE AUTH0 MARKETPLACE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED FIVE HUNDRED U.S. DOLLARS (USD$500.00).
17.3. Basis of Bargain; Failure of Essential Purpose. The parties have entered into this Agreement relying on the limitations of liability, disclaimers of warranty and other provisions relating to allocation of risk stated in this Agreement and agree that such provisions are an essential basis of the bargain between the parties. The parties further agree that all such limitations, disclaimer and other provisions will survive and apply even if any limited remedy is found to have failed of its essential purpose.

18. Agreement Changes
As the Auth0 Marketplace evolves over time, we may need to update this Agreement. Therefore, Auth0 reserves the right to change this Agreement at any time in its sole discretion with the changes to the Agreement becoming effective thirty (30) days after notice to you (unless Auth0 specifies a shorter notice period). Auth0 will give you notice of the changes by posting an updated version of this Agreement on its website, or by emailing you at an email address you have provided. If you do not agree to any of the changes, your sole remedy is to terminate this Agreement prior to the date on which the changes are to take effect by (i) providing written notice to Auth0 and (ii) withdrawing all of your Integrations from the Marketplace. If you terminate this Agreement according to the preceding sentence, the changes will not apply to you. Otherwise, your continued participation in the Auth0 Marketplace after the changes take effect will constitute your acceptance of the changes. In addition, you may be required to click to agree to the modified Agreement to continue participating in the Marketplace.

19. Dispute Resolution; Governing Law
19.1. Informal Resolution. In the event of any controversy or claim arising out of or relating to this Agreement, the parties will consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of sixty (60) days, either party may pursue relief as may be available under this Agreement pursuant to Section 19.2 (Governing Law and Venue). All negotiations pursuant to this Section 19.1 will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions.

19.2. Governing Law and Venue. The Agreement will be governed by and interpreted in accordance with the internal laws of the states or countries specified in the table below, without regard to conflicts of laws principles. In the event of any controversy or claim arising out of or relating to this Agreement, or its breach or interpretation, the parties will submit to the exclusive jurisdiction of and venue in the applicable courts or arbitration bodies specified in the table below. Each party waives all defenses of lack of personal jurisdiction and inconvenient forum.

<table>
<thead>
<tr>
<th>If the address of Partner’s business headquarters is:</th>
<th>The governing law is that of:</th>
<th>The courts or arbitration bodies having exclusive jurisdiction are:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The USA, Mexico, or any country in Central or South America or the Caribbean</td>
<td>The state of Washington, USA and controlling US federal law</td>
<td>Courts located in Seattle, Washington, USA</td>
</tr>
<tr>
<td>Canada</td>
<td>Ontario, Canada and controlling Canadian federal law</td>
<td>Courts located in Toronto, Ontario, Canada</td>
</tr>
</tbody>
</table>
Any country in Europe, the Middle East, or Africa  | England  | Courts located in London, England  
---|---|---
Any country located in Asia or the Pacific region, other than Australia or New Zealand  | England  | Arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre then in force, which rules are incorporated by reference in this clause. 
Australia or New Zealand  | New South Wales, Australia  | Courts located in Sydney, New South Wales, Australia  

Note: The Tribunal will consist of one independent, disinterested arbitrator. The language of the arbitration shall be English. The determination of the arbitrator will be final, conclusive and binding. Judgment upon the award rendered may be entered in any court of any state or country having jurisdiction.

19.3. Legal Expenses. If any proceeding is brought by either party to enforce or interpret any term or provision of this Agreement, the substantially prevailing party in such proceeding will be entitled to recover, in addition to all other relief arising out of this Agreement, its reasonable attorneys’ and other experts’ (including without limitation accountants) fees and expenses.

19.4. Injunctive Relief; Enforcement. Notwithstanding the provisions of Section 19.1 (Informal Resolution) and 19.2 (Governing Law and Venue), nothing in this Agreement will prevent Auth0 from seeking injunctive relief with respect to a violation of intellectual property rights or privacy or other data protection rights, any Incident or other security issue, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

19.5. Exclusion of UN Convention and UCITA. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted.

20. General
This Agreement may not be amended except in writing signed by both parties or as provided in Section 18 (Agreement Changes) above. If any provision of this Agreement is held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect. The word “including” will be interpreted without limitation when used in this Agreement. The parties to this Agreement are independent contractors, not agents, joint venturers or partners, despite use of the term “Partner”. Each party will bear its own costs and expenses in performing this Agreement. Auth0’s failure to enforce any provision of this Agreement will not constitute a waiver of Auth0’s rights to subsequently enforce the provision. Auth0 may freely assign, transfer, and delegate its rights and obligations under this Agreement. You acknowledge and agree that Auth0’s affiliates, contractors and service providers may exercise all rights of Auth0 under this Agreement, including Auth0’s license rights. You may not assign any of your rights or obligations under this Agreement, whether by operation of law or otherwise, without Auth0’s prior written consent, except that you may assign all of your rights and obligations under this Agreement to any corporation or other entity without consent in connection with a merger or the sale of all or substantially all of your assets as long as (1) you give Auth0 written notice of any such assignment.
at least ten business days before such assignment and (2) the assignee agrees in writing to be bound by all terms and conditions of this Agreement; however, in the event that Auth0 determines that such assignment is to a competitor of Auth0, Auth0 may terminate this Agreement upon notice to you. Subject to the foregoing limitations, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any and all prior or contemporaneous agreements between the parties with respect to its subject matter, and does not give any third party (except where specified) any rights or remedies hereunder. Any notice or other communication to be given hereunder will be in writing and (i) if given by Auth0, sent via email or via a posting in the Marketplace Guidelines or (ii) if given by you, sent via email to legal@auth0.com, marked “Attn: Legal Department”, or to such other email or physical addresses as Auth0 may specify from time to time. The date of receipt will, in the case of email, be deemed the date on which such notice is transmitted.

_Last Revised: September 15, 2020_