

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (“**Agreement**”) is entered into as of the later of the two signature dates below (“**Effective Date**”) between the OpenID Foundation (“**OIDF**”), an Oregon nonprofit public benefit corporation with its principal place of business at 2400 Camino Ramon, Suite 375, San Ramon, CA 94583, United States, and the company identified as “Contributor” in Table 1 below.

Table 1 – Contributor Information				
Legal Name (“Contributor”):	Okta, Inc.			
Contributor Address:	301 Brannan Street, San Francisco, California 94107			
Incorporated In:	Delaware			
Contributor’s OpenID				
Legal Contact: <i>(Optional)</i>	Name/Title/OpenID:	Tim McIntyre	Associate General Counsel	
	Phone/Fax/Email:	(888) 722-7871		tim.mcintyre@okta.com
First Representative: <i>(Required)</i>	Name/Title/OpenID:	Karl McGuinness	Senior Director, Identity	
	Phone/Fax/Email:	(888) 722-7871		kmcguinness@okta.com
Second Representative: <i>(Optional)</i>	Name/Title/OpenID:	Jon Todd	Chief Architect, Software Architecture	
	Phone/Fax/Email:	(888) 722-7871		jtodd@okta.com
Third Representative: <i>(Optional)</i>	Name/Title/OpenID:	Reman Child	Senior Software Architect	
	Phone/Fax/Email:	(888) 722-7871		rchild@okta.com
Fourth Representative: <i>(Optional)</i>	Name/Title/OpenID:	Trevor Thompson	Senior Software Architect	
	Phone/Fax/Email:	(888) 722-7871		tthompson@okta.com
Initial Work Groups	All current OpenID Foundation working groups			

Note: if Contributor will initially be represented by more than four representatives, additional names and contact information must be added as Exhibit 1.

BACKGROUND

OIDF facilitates developing technical specifications and other documents related to digital identity. Contributor wants to participate in developing these technical specifications and documents under the terms of this Agreement.

AGREEMENT

- 1. INTELLECTUAL PROPERTY.** OIDF intends to make Specifications (defined in the OpenID Intellectual Property Rights Policy) broadly available for implementation by others without a fee. To facilitate this, Contributor grants certain rights in (and makes other commitments regarding) its intellectual property. These grants and commitments are set forth in the OpenID Intellectual Property Rights Policy (“**Policy**”), which is fully incorporated into this Agreement by this reference.
- 2. CONTRIBUTOR’S STATUS.** Contributor is a corporation (or other form of artificial legal entity or juristic person) and is therefore a Constituent (defined in the Policy) and will be represented in OpenID by Representatives (defined in the Policy). Contributor’s initial Representatives are identified in Table 1 above, and in Exhibit 1 (if attached), and Contributor may change its Representatives from time to time on written notice to OIDF. Each Representative will also be required to click through the OIDF Online Contribution Agreement on its own behalf. Contributor will, as soon as commercially practicable (and in any case before the next Work Group meeting attended by any of its Representatives), notify OIDF in writing of any change of status of its Representatives.
- 3. PARTICIPATION.** Contributor will participate in any Work Groups (defined in the Policy) identified above, and any other Work Groups that it actually participates in or notifies ODF that it wants to participate in, according to the rules and procedures in the then-current OpenID Process Document (“**Process Document**”), which is fully incorporated into this

Agreement by this reference, and subject to the Policy.

4. REPRESENTATIONS AND WARRANTIES. Contributor continuously represents and warrants that: (a) its Representatives are, and at all times material will be, either its employees (who will participate in Work Groups within their scope of employment and who are legally obligated to assign to Contributor all intellectual property created within the scope of their employment) or its independent contractors (who are under written obligation to assign to Contributor all rights in any intellectual property created within the scope of their engagement); (b) Contributor has no obligation to any third party (e.g., an obligation to assign inventions) that would preclude or limit: (i) participating in any Work Group; (ii) making any Contributions (defined in the Policy) to any Specification (defined in the Policy); or (iii) granting rights in (or making commitments related to) intellectual property in any Contribution; (c) Contributor has the unfettered right to make any Contributions, fully in accordance with the Policy; (d) Contributor has full power and authority to enter into this Agreement, to render any performance, and to grant any rights and licenses in, this Agreement; and (e) the individual signing this Agreement on its behalf has full authority to bind Contributor to this Agreement.

5. DISCLAIMERS; EXCLUSIONS; LIMITATIONS. Subject to §4, neither party makes any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to its performance or anything else provided under this Agreement. Neither party will be liable for any special, incidental, punitive, or consequential damages of any kind for any reason whatsoever relating to this Agreement, even if such damages were reasonably foreseeable.

6. TERM. The term of this Agreement begins on the Effective Date and continues until terminated. OI DF may terminate this Agreement at any time if: (a) all Work Groups have ceased developing or maintaining Specifications; or (b) Contributor has confirmed in writing its intent to cease participating in Work Groups (e.g., by withdrawing as provided in the Policy). Contributor may terminate this Agreement at any time, for any reason or no reason, on seven days notice. No termination, however, will diminish Contributor's obligations under §§V or VI of the Policy. Agreement §§ 1 and 4-7, Policy §§V-VI, and other applicable Policy and Process Document sections, will survive any termination of this Agreement.

7. GENERAL.

7.1. Notice. All notices under this Agreement will be: (a) in writing; (b) deemed given when received; (c) sent by delivery service, messenger, or registered or certified mail (postage prepaid, return receipt requested); (d) addressed as provided on Page 1 (or as otherwise designated); and (e) sent to both company and legal contacts (except as otherwise stated in this §7.1). Unless Contributor notifies OI DF to the contrary, Contributor's "company contact" is its "First Representative" in Table 1. Communications in the ordinary course of business however (which include those related to Work Group operation and other actions taken pursuant to the Process Document, but which do not include any notices related to alleged breach, interpretation, or modification of this Agreement or to intellectual property rights) may be sent via email (as provided in the Process Document) and need not be copied to counsel. Notices need not be copied to a legal contact for any party that has not provided legal contact information. OI DF's legal contact information is: OpenID Foundation, 946 NW Circle Boulevard, Suite 339, Corvallis, Oregon 97330, Attention: Legal Counsel.

7.2. Acknowledgment. Contributor has independently reviewed this Agreement and acknowledges that there are risks (including limits on certain intellectual property rights, as described in the Policy) that arise from this Agreement.

7.3. Miscellaneous. This Agreement is governed by Oregon law, and both parties agree to exclusive jurisdiction and venue in the Multnomah County federal or state courts and waive any argument that this is an inconvenient forum. Contributor may not assign this Agreement without OI DF's consent, which will not be unreasonably withheld. Only written waivers will be effective. There is no fee or other charge to execute this Agreement and become a Contributor. Each party will, however, pay all of its own costs to perform (except where otherwise expressly stated in this Agreement). This Agreement may be executed in counterparts and by fax. In performing this Agreement, each party will comply with all applicable laws, rules, and other requirements (including antitrust laws) of governments having jurisdiction. All rights and remedies under this Agreement are cumulative. Each party is an independent contractor to the other and may not act on behalf of or bind the other. Nothing in this Agreement may be construed as creating any other relationship (including employment, partnership, joint venture, franchise, or agency). If any term of this Agreement is found unenforceable, the remainder will be fully enforced to affect the parties' intent. Third parties that implement any Specifications are intended third-party beneficiaries of Contributor's obligations under the Policy.

7.4. Entire Agreement; Changes. This Agreement (including Exhibit 1 (if any) and the Policy and Process Document) is the parties' entire agreement on this subject and merges and supersedes all related prior and contemporaneous communications and agreements. This Agreement may only be modified in a writing signed after the Effective Date by both parties.

The parties have formed this Agreement as of the Effective Date.

OPENID FOUNDATION



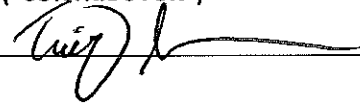
By: (Sign) Don Thibeau

Name: (Print) Executive Director

Title: July 23, 2018

Date of Signing:

OKTA, INC. ("CONTRIBUTOR")



By: (Sign)

Name: (Print) Timothy McIntyre

Title: Associate General Counsel, Commercial

Date of Signing: July 20, 2018

Exhibit A – Additional Contributor Representatives

Additional Contributor Information				
Fifth Representative: <i>(Optional)</i>	Name/Title/OpenID:	John Gronberg	Director, Product Management	
	Phone/Fax/Email:	(888) 722-7871		John.gronberg@okta.com
Sixth Representative: <i>(Optional)</i>	Name/Title/OpenID:	Tom Abbott	Director, Product Management	
	Phone/Fax/Email:	+1 (276) 492-0959		tom.abbott@okta.com
Seventh Representative: <i>(Optional)</i>	Name/Title/OpenID:			
	Phone/Fax/Email:			
Eighth Representative: <i>(Optional)</i>	Name/Title/OpenID:			
	Phone/Fax/Email:			
Ninth Representative: <i>(Optional)</i>	Name/Title/OpenID:			
	Phone/Fax/Email:			
Tenth Representative: <i>(Optional)</i>	Name/Title/OpenID:			
	Phone/Fax/Email:			
Eleventh Representative: <i>(Optional)</i>	Name/Title/OpenID:			
	Phone/Fax/Email:			
Twelfth Representative: <i>(Optional)</i>	Name/Title/OpenID:			
	Phone/Fax/Email:			

OpenID

Intellectual Property Rights Policy

This OpenID Intellectual Property Rights Policy (“**Policy**”) defines the intellectual property rights and obligations of Contributors (as defined below) and certain procedures relating to Contributions (as defined below) proposed to the OpenID Foundation for the creation of Specifications and the generation of Implementers Drafts and Final Specifications, pursuant to the applicable OpenID Process (all as defined below).

I. Definitions.

1. “**Compliant Portions**” means those specific portions of a product (hardware, software, or combinations thereof) or service only to the extent that they implement and are compliant with all relevant portions of a particular Implementers Draft or Final Specification.
2. “**Contributions**” mean any of the following, to the extent provided by a Contributor and intended for inclusion in a Specification: (a) communications to or through a particular Specification Mailing List; (b) other written materials provided at a face-to-face Work Group meeting, (c) other communications documented as “Contributions” in the minutes of a face-to-face Work Group meeting (without subsequent and timely objection by the putative Contributor); or (d) any other communications documented as “Contributions” in any online collaboration tools selected by the applicable Work Group (e.g., Wikis or Web-based form tools).
3. “**Contributor**” means, with regard to a particular Work Group, any person (individual, entity, or otherwise) who has signed the applicable agreement in accordance with Section II.1(b) and has joined such Work Group by requesting access to the applicable Specification Mailing List and, if such person is an individual, includes such person’s employer or other person or entity to whom that person owes a duty with respect to activities such as his or her participation in Work Groups or development of Specifications.
4. “**Final Specification**” means the final version and contents of a Specification that has been deemed final by the OpenID Foundation pursuant to the applicable OpenID Process. For purposes of this definition, a Final Specification will not include any implementation examples or reference implementations.
5. “**Implementation**” means a product (e.g., but without limitation, hardware, software, or firmware) or service that consists of (or makes use of) one (1) or more Compliant Portions.
6. “**Implementer**” means a person or other entity that creates, distributes, or offers a product or service that contains or makes use of an Implementation.
7. “**Implementers Draft**” means the version and contents of a draft Specification that, pursuant to the applicable OpenID Process, has been determined to be a candidate for a Final Specification. For purposes of this definition, an Implementers Draft will not include any implementation examples or reference implementations.
8. “**Necessary Claims**” means claims of any patent or patent application, other than design patents and design registrations, in any jurisdiction in the world: (a) for which a Contributor has the

right, at any time when this Policy is effective, to grant licenses or rights of the nature granted herein without such grant resulting in payment of royalties or other consideration to third parties (except for payments to Related Entities or employees); and (b) that are necessarily infringed by Compliant Portions of a particular Implementation. A claim is necessarily infringed hereunder only when such infringement could not have been avoided by another commercially reasonable non-infringing implementation of Compliant Portion(s) of that particular Implementation based on the state of the art when the applicable Final Specification is/was deemed final (or when the Implementers Draft was approved, as applicable), in accordance with the applicable OpenID Process. “Necessary Claims” do not, however, include any claims of any patent or patent application that read on: (x) any enabling technologies that may be necessary to make or use any product or service (or portion of either) that complies with an Implementers Draft or Final Specification, but that are not themselves expressly set forth in such Implementers Draft or Final Specification; (y) the implementation of other published standards not developed by or for the OpenID Foundation; or (z) any portion(s) of any product or service (or any combination of such portion(s)) the sole purpose or function of which is not required to comply with an Implementers Draft or Final Specification.

9. **“OpenID Foundation”** means the OpenID Foundation, an Oregon nonprofit public benefit corporation.

10. **“OpenID Processes”** means the processes by which the OpenID Foundation creates Work Groups, receives and considers Contributions, and generates draft Specifications (including Implementers Drafts) and Final Specifications, as set forth in the separate document entitled “OpenID Process Document.”

11. **“Related Entity”** means, with respect to any Contributor, any person, firm, corporation, partnership, or similar entity that, directly or indirectly controls, is controlled by, or is under common control with such Contributor, but only for so long as such control exists. For purposes of the foregoing, “control” means direct or indirect control of forty percent (40%) or more of the voting power to elect directors of that corporation, or for any other entity, the power to direct management of such entity.

12. **“Scope”** means, with regard to a particular Work Group, a statement of the functionalities and technologies to be included in (and excluded from) the Specification(s) to be developed by such Work Group. The Scope for any Work Group will not include: (a) any enabling technologies that may be necessary to make or use any product or service or any portion thereof that complies with an Implementers Draft or Final Specification, but that are not themselves expressly set forth in such Implementers Draft or Final Specification; or (b) the implementation of other published standards not developed by or for the OpenID Foundation. For purposes of defining its Scope, an Implementers Draft or Final Specification will be deemed to include only its technical requirements as fully described therein and will exclude any implementation examples or reference implementations.

13. **“Specification”** means, collectively, the documents published by the OpenID Foundation and entitled OpenID Simple Registration Extension 1.0, OpenID Authentication 1.0, OpenID Authentication 1.1, OpenID Authentication 2.0 – Implementer’s Draft 12, OpenID Attribute Exchange – Draft 8, Yadis Discovery Protocol 1.0, and any document created by the OpenID Foundation or Work Groups pursuant to the applicable OpenID Process that contains technical

information of a nature that includes one (1) or more portions that must be implemented as described therein for any Implementations thereof to contain a Compliant Portion.

14. “**Specification Mailing List**” means a mailing list on the OpenID Foundation email reflector that pertains to development of Specifications and that is identified by the address “specs-**@openid.net*” where “***” is replaced with a relevant term identifying the particular Specifications to which such mailing list pertains.

15. “**Work Group**” means a group whose actions are conducted, in accordance with the terms and conditions of this Policy, the OpenID Processes, the OpenID Foundation bylaws, and any other applicable OpenID Foundation policies or procedures, for the purpose of developing particular Specifications. Each Work Group is associated with a single Specification Mailing List and a unique Scope.

II. Contributions/Contributors.

1. Becoming a Contributor.

(a) **General.** To become a Contributor, an individual or entity must affirmatively accept the OpenID Foundation contribution agreement (which incorporates this Policy by reference) and indicate which Work Groups the Contributor is joining, the type of Contributor that the individual or entity will be (pursuant to Section II.1(b)), and provide any other required documentation or verification. Although all Contributors participate in Work Groups through acts of individuals, to maintain the royalty-free nature of Specifications, individuals who may owe duties to third parties with respect to their Contributions must provide (and update from time to time, if the required information becomes inaccurate or incomplete) additional information and approvals, as provided in Section II.1(b)). An individual or entity that has become a Contributor pursuant to this Section II.1 may later join other Work Groups on written request, and the terms of the OpenID Foundation contribution agreement and of this Policy will apply to all Work Groups joined.

(b) **OpenID Contribution Agreement.** On the OpenID Foundation contribution agreement, the individual or entity desiring to become a Contributor must self-identify as one (1) of the following:

(i) **Unaffiliated Individuals.** Unaffiliated Individuals must sign and return (either electronically or in paper form) the OpenID Foundation contribution agreement, indicating thereon that no duty is owed to any third party regarding participation in, or Contributions to, Work Groups and verifying the unfettered right to make Contributions. Although the OpenID Foundation has no duty to investigate, it may, if it deems it necessary at any time, require additional documentation from self-identified Unaffiliated Individuals (e.g., if an Unaffiliated Individual provides a corporate email address). “**Unaffiliated Individual**” means an individual who does not owe any duty to third parties (e.g., but without limitation, employers or clients) regarding activities such as participating in Work Groups or creating Specifications.

(ii) **Affiliated Individuals.** An Affiliated Individual must: (A) sign and return (either electronically or in paper form) the OpenID Foundation contribution agreement, indicating thereon that no duty is owed to any third party regarding participation in, or Contributions to, Work Groups and verifying the unfettered right to make Contributions; and (B) submit verification of

same (in the form provided by the OpenID Foundation), manually signed by all third parties that own, or have exclusive rights to, any intellectual property created, in whole or in part, by such individual. “**Affiliated Individual**” means an individual who owes a duty to employers, clients, or other third parties regarding certain intellectual property that he or she creates (in whole or in part), but not regarding intellectual property related to Specifications or the actions of any Work Groups.

(iii) **Representatives.** A Representative must sign and return (either electronically or in paper form) the OpenID Foundation contribution agreement, identifying the third party being represented, and agreeing personally to be bound by this Policy to the extent that any of his or her Contributions is not owned or controlled by such third party. A Representative may not participate in any Work Group, be given access to the applicable Specification Mailing List, or make any Contribution, until the applicable Constituent (defined in Section II.1(b)(iv)) becomes a Contributor to such Work Group(s) in accordance with Section II.1(b)(iv) (and may not continue to participate as the identified Constituent’s Representative if such Constituent ceases to be a Contributor). “**Representative**” means an individual who (or an entity that) owes a duty to employers, clients, or other third parties regarding intellectual property that he or she creates (in whole or in part) that is related to Specifications or the actions of any Work Groups.

(iv) **Constituent.** A Constituent must manually sign and return the OpenID Foundation contribution agreement, indicating thereon that no duty is owed to any third party regarding participation in, or Contributions to, Work Groups and verifying the unfettered right to make Contributions. A Constituent must also identify the Representatives participating in Work Groups on its behalf (which identification the Constituent may change from time to time on notice to the OpenID Foundation). “**Constituent**” means any individual or entity being represented in any Work Groups by one (1) or more Representatives.

(c) **Contribution.** No Contributor will incorporate any third party materials into any Contribution, unless it has all the rights and licenses necessary from such third party to submit such Contribution in accordance with the terms and conditions of this Policy.

(d) **Retroactive Effect.** In consideration of the OpenID Foundation allowing any individual or entity to become a Contributor, such individual or entity acknowledges that Section V and VI of this Policy apply to any Contributions made before signing the OpenID Foundation contribution agreement or otherwise agreeing to the terms of this Policy.

III. **Work Groups.**

The OpenID Foundation may, from time to time, propose forming a new Work Group pursuant to the applicable OpenID Process. The first obligation of a new Work Group is to establish and approve its Scope. Although Contributors may join a Work Group at any time, no Contributor that joins a Work Group before the Scope is approved will be bound by Sections V or VI of this Policy, as applied to such Work Group, until after: (1) the Scope is approved pursuant to the applicable OpenID Process; and (2) thirty (30) days have passed after such approval, and the Contributor has not withdrawn from the Work Group in accordance with Section VI.3 below.

IV. **Confidentiality.**

All Contributions, and other materials shared broadly with the “OpenID community” for the sole purpose of developing Specifications (but not including materials shared with Contributors outside of the context of participating in a Work Group or for any purpose other than developing Specifications), will be considered non-confidential information, regardless of any markings to the contrary included thereon or related thereto.

V. Copyrights.

In the course of its work developing recommended Specifications, the OpenID Foundation receives Contributions in various forms and from many sources. In addition to other applicable terms and conditions in this Policy, the following terms and conditions apply to such Contributions.

1. **Copyright License.** Some Contributions may not be subject to copyright. To the extent, however, that a Contribution is or may be subject to copyright, the Contributor hereby grants a perpetual, irrevocable (except in case of breach of this license), non-exclusive, royalty-free, worldwide license in such copyright to the OpenID Foundation, to other Contributors, and to Implementers, to reproduce, prepare derivative works from, distribute, perform, and display the Contribution and derivative works thereof solely for purposes of developing draft Specifications and implementing Implementers Drafts and Final Specifications.
2. **No Obligation.** Contributor acknowledges that the OpenID Foundation has no duty to publish or otherwise use or disseminate any Contribution.
3. **References.** Contributor hereby grants permission to reference the name(s) and address(es) of the Contributor, but only in association with the Contribution(s) of Contributor (and not with respect to any work derived from such Contribution(s), including without limitation a Specification, without the prior written consent of Contributor).
4. **Attribution.** Contributor represents that Contributions comprised of written submissions submitted by such a Contributor to the OpenID Foundation comply with any copyright attribution requirements relating to third party content.
5. **Implementer Drafts; Final Specification.** Subject to each Contributor’s rights in individual Contributions, the copyright in any Implementers Drafts and Final Specifications will be owned solely by the OpenID Foundation. Each Contributor will execute and deliver such instruments and take such other actions as and when the OpenID Foundation may reasonably request to perfect or protect its copyright in the Implementers Drafts and Final Specifications.
6. **Retention of Rights.** Subject to any licensing obligations herein, Contributor retains all rights in and to its Contribution, and there are no other limitations whatsoever on Contributor’s ability to exercise any copyright rights in its Contribution or any portion thereof.

VI. Patents.

1. **Limited Patent Promise.** Each Contributor hereby irrevocably makes the following promise (on behalf of itself and its Related Entities) without the requirement of any monetary compensation or any additional terms and conditions:

Contributor (“I” or “me”) hereby irrevocably promises not to assert any Necessary Claims against any other entity (“you”) for making, using, selling, offering for sale, importing, or distributing any Implementation or offering any product or service to the extent it contains or uses a Compliant Portion, subject to the following. This is a personal promise directly from me to you, and you acknowledge as a condition of benefiting from it that no rights from me are received from me for your suppliers, distributors, or otherwise in connection with this promise.

This promise is not an assurance that: (a) any of my issued patent claims covers an Implementation or are enforceable; or (b) an Implementation will not infringe patents or other intellectual property rights of any third party. No other rights except those expressly stated in this promise will be deemed granted, waived, or received by implication, exhaustion, estoppel, or otherwise.

I may (but am not obligated to) condition my promise on your making a reciprocal promise, applicable to the same Implementers Draft or Final Specification as my promise, that is at least as favorable as that above and that applies at least to your Necessary Claims. Either of us may (but neither of us is obligated or may require the other to) make a promise that is more favorable than that above (including without limitation by applying more broadly to any relevant claims, rather than just to Necessary Claims).

I may (but am not obligated to), from time to time, provide the terms of any more favorable patent promise (“**Non-Default Terms**”) to the OpenID Foundation, in writing, and such Non-Default Terms will apply to any Implementers Draft or Final Specification approved in accordance with the applicable OpenID Process before I replace or retract such Non-Default Terms. If I replace such terms with new Non-Default Terms, then the new Non-Default Terms will apply to any Implementers Draft or Final Specification approved after such replacement (but the prior Non-Default Terms will continue to apply to any Implementers Draft or Final Specification approved before such replacement). If I retract such Non-Default Terms, or if I never provide any Non-Default Terms, then the first four (4) paragraphs of this Section VI are the terms of my patent promise to you.

2. Patent Disclosures. There is no requirement or expectation by others that Contributors should disclose patents or patent applications that they have reason to believe may contain Necessary Claims. The OpenID Foundation hereby disclaims any responsibility for identifying the existence, or for evaluating the applicability, of any patents, patent applications, or other rights (including copyrights) claimed to be applicable to any Specification and will take no position on the validity or scope of any such rights.

3. Withdrawal. A Contributor may withdraw from a Work Group at any time by providing at least seven (7) days’ written notice to the OpenID Foundation. The withdrawing Contributor will, in perpetuity, remain subject to Section V, as applied to copyrights in any Contributions made before the effective date of such withdrawal, and to the limited patent promise in Section VI.1, as applied to any Implementers Drafts or Final Specifications accepted by the Contributor. A Contributor has “accepted” an Implementers Draft or Final Specification if the Contributor (in accordance with the applicable OpenID Process and after a formal call by an editor of the applicable Specification to recommend adoption of the then-current draft Specification as an Implementers Draft or an applicable Implementers Draft as a Final Specification): (a) expressly voted to

recommend adoption (or otherwise recommended adoption, in writing in (or on the record of), any assessment of consensus); (b) failed timely to vote to recommend disapproval of such adoption (or otherwise to disapprove of such adoption, in writing in (or on the record of) any assessment of consensus); or (c) expressly and timely voted to recommend disapproval of such adoption (other otherwise disapproved of such adoption, in writing in (or on the record of) any assessment of consensus), yet failed to provide to the OpenID Foundation notice of intent to withdraw, or notice of an appeal to the OpenID board of directors, within forty-five (45) days after the Specification editor announces either that the Work Group has reached consensus (or has voted) to recommend adoption. If, however, a Contributor timely requests appeal as provided in the foregoing sentence, then: (y) the time to serve notice of withdrawal (solely for Contributors seeking appeal) will be deemed extended until fourteen (14) days after the OpenID Foundation board of directors announces its decision or recommendation on the appeal; and (z) any effect of the adoption of the applicable Implementers Draft or Final Specification will be deemed stayed until seven (7) days after any recommendation of the OpenID Foundation board of directors has been voted upon by the OpenID membership as provided in the applicable OpenID Process.

VII. Notices.

The following notice must be included in all Specifications:

The technology described in this specification was made available from contributions from various sources, including members of the OpenID Foundation and others. Although the OpenID Foundation has taken steps to help ensure that the technology is available for distribution, it takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in this specification or the extent to which any license under such rights might or might not be available; neither does it represent that it has made any independent effort to identify any such rights. The OpenID Foundation and the contributors to this specification make no (and hereby expressly disclaim any) warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to this specification, and the entire risk as to implementing this specification is assumed by the implementer. The OpenID Intellectual Property Rights policy requires contributors to offer a patent promise not to assert certain patent claims against other contributors and against implementers. OpenID invites any interested party to bring to its attention any copyrights, patents, patent applications, or other proprietary rights that may cover technology that may be required to practice this specification.