

## ATLASSIAN GOVERNMENT END USER AGREEMENT

This Atlassian Government End User Agreement (the “**Agreement**”), effective as of April 15, 2016 (“**Effective Date**”), is between Atlassian Pty Ltd (ABN 53 102 443 916) (“**Atlassian**” or “**us**”) and the U.S. Government through the U.S. General Services Administration (“**GSA**”). “**Customer**” or “**you**” means the U.S. Government agency end user acquiring the Atlassian Products referenced in an order under a prime contract with a reseller holding a GSA Schedule Contract (“**Reseller**”) that includes this Agreement.

- 1 **Scope of the Agreement.** This Agreement governs your purchases of Atlassian Products made through a GSA Schedule Contract between you and a Reseller. This Agreement includes our Privacy Policy, our Acceptable Use Policy, any Orders, and any other policies referenced and attached to this Agreement.
- 2 **Types of Atlassian Products.** This Agreement governs (a) Atlassian’s commercially available downloadable software products (currently designated as “Server” or “Data Center” deployments) (“**Software**”), (b) Atlassian’s hosted or cloud-based solutions (currently designated as “Cloud” deployments) (“**Hosted Services**”), and (c) any related support or maintenance services provided by Atlassian. Software and Hosted Services, together with related Documentation, are referred to as “**Products**”. The Products and their permitted use are further described in Atlassian’s standard documentation (“**Documentation**”). Section 6 (Software Terms) applies specifically to Software, and Section 7 (Hosted Services Terms) applies specifically to Hosted Services, but unless otherwise specified, other provisions of this Agreement apply to all Products.
- 3 **Account Registration.** You may need to register for an Atlassian account in order to access or receive any Products. Any registration information that you provide to us must be accurate, current and complete. You must also update your information so that we may send notices, statements and other information to you by email or through your account. You are responsible for all actions taken through your accounts.
- 4 **Orders.** Atlassian’s Product ordering documentation or purchase flow placed by Reseller for you (“**Order**”) will specify your authorized scope of use for the Products, which may include: (a) number and type of Authorized Users (as defined below), (b) storage or capacity (for Hosted Services), (c) numbers of licenses, copies or instances (for Software), or (d) other restrictions or billable units (as applicable, the “**Scope of Use**”). Reseller is responsible for the accuracy of all Orders. Resellers are not authorized to make any promises or commitments on Atlassian’s behalf, and we are not bound by any obligations to you other than what we specify in this Agreement.
- 5 **Authorized Users.** Only the specific individuals for whom you have paid the required fees and whom you designate through the applicable Product (“**Authorized Users**”) may access and use the Products. Some Products may allow you to designate different types of Authorized Users, in which case pricing and functionality may vary according to the type of Authorized User. Authorized Users may be your employees, representatives, consultants, contractors, agents, or other third parties who are acting for your benefit or on your behalf. You may increase the number of Authorized Users permitted to access your instance of the Product by placing a new Order with the Reseller. You are responsible for compliance with this Agreement by all Authorized Users. All use of Products by you and your Authorized Users must be within the Scope of Use and solely for your benefit.
- 6 **Software Terms.**
  - 6.1 **Your License Rights.** Subject to the terms and conditions of this Agreement, Atlassian grants you a non-exclusive, non-sublicenseable and non-transferable license to install and use the Software during the applicable License Term in accordance with this Agreement, your applicable Scope of Use, and the Documentation. The term of each Software license (“**License Term**”) will be specified in your Order. Your License Term will end upon any termination of this Agreement, even if it is identified

as “perpetual” or if no expiration date is specified in your Order. The Software requires a license key in order to operate, which will be delivered as described in Section 10.1 (Delivery).

**6.2** Number of Instances. Unless otherwise specified in your Order, for each Software license that you purchase, you may install one production instance of the Software on systems owned or operated by you (or your third party service providers so long as you remain responsible for their compliance with the terms and conditions of this Agreement). We also make available “developer” licenses free of charge for certain of our Software offerings to allow you to deploy non-production instances, such as for staging or QA purposes. Details for how to request non-production licenses are available on our website.

**6.3** **[RESERVED]**

**6.4** Attribution. In any use of the Software, you must include the following attribution to Atlassian on all user interfaces in the following format: “Powered by Atlassian,” which must in every case include a hyperlink to <http://www.atlassian.com>, and which must be in the same format as delivered in the Software.

**6.5** Third Party Code. The Software includes code and libraries licensed to us by third parties, including open source software. Consequently, this Agreement includes and incorporates the Third Party Code in Atlassian Products terms and conditions at Addendum 4 but any third party terms outside of the terms agreed to in this Agreement shall not bind the Customer.

## **7 Hosted Services Terms.**

**7.1** Access to Hosted Services. Subject to the terms and conditions of this Agreement, Atlassian grants you a non-exclusive right to access and use the Hosted Services during the applicable Subscription Term (as defined below) in accordance with this Agreement, your applicable Scope of Use and the Documentation. If Atlassian offers client software (e.g., a desktop or mobile application) for any Hosted Service, you may use such software solely with the Hosted Service, subject to the terms and conditions of this Agreement. You acknowledge that our Hosted Services are on-line, subscription-based products and that we may make changes to the Hosted Services from time to time, such as to add new features and remove little-used features.

**7.2** Subscription Terms and Renewals. Hosted Services are provided on a subscription basis for a set term specified in your Order (“**Subscription Term**”). If you cancel, your subscription will terminate at the end of then-current billing cycle, but you will not be entitled to any credits or refunds for amounts accrued or paid prior to such termination.

**7.3** Credentials. You must ensure that all Authorized Users keep their user IDs and passwords for the Hosted Services strictly confidential and do not share such information with any unauthorized person. User IDs are granted to individual, named persons and may not be shared. You are responsible for any and all actions taken using your accounts and passwords, and you agree to immediately notify Atlassian of any unauthorized use of which you become aware.

**7.4** Your Data. “**Your Data**” means any data, content, code, video, images or other materials of any type that you upload, submit or otherwise transmit to or through Hosted Services. You will retain all right, title and interest in and to Your Data in the form provided to Atlassian. Subject to the terms of this Agreement, you hereby grant to Atlassian a non-exclusive, worldwide, royalty-free right to (a) collect, use, copy, store, transmit, modify and create derivative works of Your Data, in each case solely to the extent necessary to provide the applicable Hosted Service to you and (b) for Hosted Services that enable you to share Your Data or interact with other people, to distribute and publicly perform and display Your Data as you (or your Authorized Users) direct or enable through the Hosted Service. Atlassian may also access your account or instance in order to respond to your support requests.

**7.5** Security. Atlassian implements security procedures to help protect Your Data from security attacks.

However, you understand that use of the Hosted Services necessarily involves transmission of Your Data over networks that are not owned, operated or controlled by us, and we are not responsible for any of Your Data lost, altered, intercepted or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of Your Data will always be secure or that unauthorized third parties will never be able to defeat our security measures or those of our third party service providers.

**7.6** Storage Limits. There may be storage limits associated with a particular Hosted Service. These limits are described in the services descriptions on our websites or in the Documentation for the particular Hosted Service. If you exceed the specified limits, Atlassian reserves the right to notify you, at which point you shall be obligated to purchase additional storage through the Reseller. We may impose new, or may modify existing, storage limits for the Hosted Services at any time in our discretion. Any such changes will be identified in a modification to the prime contract between the Reseller and the Customer.

**7.7** Responsibility for Your Data.

**7.7.1** *General.* You must ensure that your use of Hosted Services and all Your Data is at all times compliant with our Acceptable Use Policy at Addendum 1 and all applicable local, state, federal and international laws and regulations (“**Laws**”) as applicable. You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to provide all Your Data to Atlassian and to grant the rights granted to Atlassian in this Agreement and (ii) Your Data and its transfer to and use by Atlassian as authorized by you under this Agreement do not violate any Laws (including without limitation those relating to export control and electronic communications) or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. Other than its security obligations under Section 7.5 (Security), Atlassian assumes no responsibility or liability for Your Data, and you shall be solely responsible for Your Data and the consequences of using, disclosing, storing, or transmitting it.

**7.7.2** *Sensitive Data.* You will not submit to the Hosted Services (or use the Hosted Services to collect): (i) any personally identifiable information, except as necessary for the establishment of your Atlassian account; (ii) any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations; or (iii) any other information subject to regulation or protection under specific laws such as the Gramm-Leach-Bliley Act (or related rules or regulations) ((i) through (iii), collectively, “**Sensitive Data**”). You also acknowledge that Atlassian is not acting as your Business Associate or subcontractor (as such terms are defined and used in HIPAA) and that the Hosted Services are not HIPAA compliant. “**HIPAA**” means the Health Insurance Portability and Accountability Act, as amended and supplemented. Notwithstanding any other provision to the contrary, Atlassian has no liability under this Agreement for Sensitive Data.

**7.8** Removals and Suspension. Atlassian has no obligation to monitor any content uploaded to the Hosted Services. Nonetheless, if we deem such action necessary or in response to takedown requests that we receive under our Copyright and Trademark Policy attached at Addendum 2, we may (1) remove Your Data from the Hosted Services or (2) suspend the access to the Hosted Services. We will alert you when we take such action and give you a reasonable opportunity to cure the breach, but if we determine that the actions endanger the operation of the Hosted Service or other users, we may suspend the access immediately without notice but will give subsequent notice. We have no liability to you for removing or deleting Your Data from or suspending such access to any Hosted Services as described in this section. If you disagree with Atlassian’s determination under this Section 7.8, the disagreement will be handled in accordance with the Dispute Resolution provisions of this Agreement.

**7.9** Deletion at End of Subscription Term. We may remove or delete Your Data within a reasonable period of time after the termination of your Subscription Term.

**7.10** Service-Specific Terms. In additions to the terms and conditions herein, Hosted Services shall be subject

to the terms and conditions specific to those Hosted Services as set forth in the Service-Specific Terms at Addendum 5.

- 8 **Support and Maintenance.** Atlassian will provide the support and maintenance services for the Products consistent with its commercial practices (“**Support and Maintenance**”) during the period for which you have paid the applicable fee. Support and Maintenance for Software includes access to New Releases, if and when available. You may use any New Releases that we provide to you during a valid support term in the same way that you use Software, and New Releases are included in the definition of Software in that case. “**New Releases**” are bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the Software that we make generally commercially available.
- 9 **TAM and Training Services.** Atlassian will provide Technical Account Manager (“**TAM**”) and training services purchased in an Order in accordance with the descriptions and conditions for those services set forth in the Order and the accompanying service descriptions or datasheets (collectively, “**Ancillary Services**”). Atlassian shall retain all right, title and interest in and to any materials, deliverables, modifications, derivative works or developments related to any Ancillary Services we provide (“**Training Materials**”). Any Training Materials provided to you may be used only in connection with the Products subject to the same use restrictions for the Products. If applicable, Customer will reimburse Atlassian for reasonable travel and lodging expenses subject to the applicable sections of the Federal Travel Regulation.
- 10 **Returns and Financial Terms.**
  - 10.1 **Delivery.** We will deliver the applicable license keys (in the case of Software) or login instructions (in the case of Hosted Services) to the email addresses specified in your Order when we have received payment of the applicable fees from the Reseller. All deliveries under this Agreement will be electronic. For the avoidance of doubt, you (or your designee) are responsible for installation of any Software, and you acknowledge that Atlassian has no further delivery obligation with respect to the Software after delivery of the license keys.
  - 10.2 **Payment.** You agree to pay all fees in accordance with each Order to the Atlassian Reseller. Other than as expressly set forth in Section 20 (IP Indemnification by Atlassian), Atlassian shall not be obligated to provide you with any refunds or credits. You acknowledge that you are not relying on future availability of any Products beyond the current License Term or Subscription Term or any Product upgrades or feature enhancements. If you add Authorized Users during your License Term or Subscription Term, the Reseller will charge you for the increased number of Authorized Users pursuant to the then-current contract order rates. If you purchase any Products through a Reseller, you owe payment to the Reseller as agreed between you and the Reseller. All disputes regarding payment shall be resolved pursuant to Section 24 (Disputes).
- 11 **No-Charge Products.** We offer certain Products at no charge, including free accounts, trial use, and access to beta versions (“**No-Charge Products**”). These No-Charge Products are available on our website subject to our standard online terms rather than the terms of this Agreement.
- 12 **Restrictions.** Except as otherwise expressly permitted in this Agreement, you will not: (a) rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, sublicense, transfer, or provide access to the Products to a third party, (b) use the Products for the benefit of any third party, (c) incorporate any Products into a product or service you provide to a third party, (d) interfere with any license key mechanism in the Products or otherwise circumvent mechanisms in the Products intended to limit your use, (e) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Products, except as permitted by law, (f) remove or obscure any proprietary or other notices contained in any Product, or (g) publicly disseminate information regarding the performance of the Products.
- 13 **[RESERVED]**

- 14 License Certifications and Audits.** At our request, you agree to provide a signed certification that you are using all Products pursuant to the terms of this Agreement, including the Scope of Use. You agree to allow us, or our authorized agent, to audit your use of the Products. We will provide you with at least 10 days advance notice prior to the audit, and the audit will be conducted during normal business hours and will comply with all reasonable security requirements. You will provide reasonable assistance, cooperation, and access to relevant information in the course of any audit at your own cost. If you exceed your Scope of Use, Atlassian reserves the right to notify you, at which point you shall be obligated to place an order with the Reseller corresponding to your actual Scope of Use. This remedy is without prejudice to any other remedies available to Atlassian at law under this Agreement. To the extent we are obligated to do so, we may share audit results with certain of our third party licensors or assign the audit rights specified in this Section to such licensors.
- 15 Ownership and Feedback.** Products are made available on a limited license or access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as “purchase” or “sale”. Atlassian and its licensors have and retain all right, title and interest, including all intellectual property rights, in and to the Products, their “look and feel”, any and all related or underlying technology, and any modifications or derivative works of the foregoing created by or for Atlassian, including without limitation as they may incorporate Feedback (“**Atlassian Technology**”). From time to time, you may choose to submit comments, information, questions, data, ideas, description of processes, or other information to Atlassian, including sharing Your Modifications or in the course of receiving Support and Maintenance (“**Feedback**”). Atlassian may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in this Agreement limits Atlassian's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.
- 16 Confidentiality.** Except as otherwise set forth in this Agreement, each party agrees that all code, inventions, know-how, business, technical and financial information disclosed to such party (“**Receiving Party**”) by the disclosing party (“**Disclosing Party**”) constitute the confidential property of the Disclosing Party (“**Confidential Information**”), provided that it is identified as confidential at the time of disclosure. Any Atlassian Technology and any performance information relating to the Products shall be deemed Confidential Information of Atlassian without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information without a duty of nondisclosure; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation and without a duty of nondisclosure; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to court order or subpoena (but only to the minimum extent required to comply with such order or subpoena and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law. If equitable remedies are unavailable, this clause is modified to delete the right to pursue equitable remedies. For the avoidance of doubt, this Section shall not operate as a separate warranty with respect to the operation of any Product.
- 17 Term and Termination.** This Agreement is in effect for as long as you have a valid License Term or Subscription Term (the “**Term**”), unless sooner terminated as permitted in this Agreement. Subject to the requirements of the Dispute Resolution provisions of this Agreement and after final adjudication, either party may terminate this Agreement before the expiration of the Term if the other party materially

breaches any of the terms of this Agreement and does not cure the breach within thirty (30) days after written notice of the breach. You may terminate this Agreement at any time with notice to Atlassian, but you will not be entitled to any credits or refunds as a result of convenience termination for prepaid but unused Software, Hosted Services subscriptions, or Support and Maintenance. Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise. Once the Agreement terminates, you (and your Authorized Users) will no longer have any right to use or access any Products, or any information or materials that we make available to you under this Agreement, including Atlassian Confidential Information. You are required to delete any of the foregoing from your systems as applicable (including any third party systems operated on your behalf) and provide written certification to us that you have done so at our request. The following provisions will survive any termination or expiration of this Agreement: 10.2 (Payment), 11 (No-Charge Products), 12 (Restrictions), 14 (License Certifications and Audits), 15 (Ownership and Feedback), 16 (Confidentiality), 17 (Term and Termination), 18.2 (Warranty Disclaimer), 19 (Limitation of Liability), 21 (Third Party Vendor Products), 24 (Disputes), 25 (Export Restrictions), 26 (Changes to this Agreement), and 27 (General Provisions).

## **18 Warranty and Disclaimer.**

- 18.1** Due Authority. Each party represents and warrants that it has the legal power and authority to enter into this Agreement, and that, if you are an entity, this Agreement and each Order is entered into by an employee or agent of such party with all necessary authority to bind such party to the terms and conditions of this Agreement.
- 18.2** Limited Warranty; WARRANTY DISCLAIMER. Atlassian warrants to Customer that for a period of thirty (30) days from the Effective Date (the “**Warranty Period**”), the Products will operate in substantial conformity with the Documentation. Atlassian does not warrant that Customer’s use of the Products will be uninterrupted or error-free or that any security mechanisms implemented by the Products will not have inherent limitations. Atlassian’s sole liability (and Customer’s exclusive remedy) for any breach of this warranty will be, in Atlassian’s sole discretion, to use commercially reasonable efforts to provide Customer with an error-correction or work-around which corrects the reported non-conformity, to replace the non-conforming Product with conforming Product, or if Atlassian determines such remedies to be impracticable within a reasonable period of time, to terminate the license to the non-conforming Product and refund the license fee paid under this Agreement for such Product. Atlassian will have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period. EXCEPT FOR THE FOREGOING, ALL PRODUCTS AND SERVICES ARE PROVIDED “AS IS,” AND ATLASSIAN AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. ATLASSIAN SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF ATLASSIAN. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER ATLASSIAN NOR ANY OF ITS THIRD PARTY SUPPLIERS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY PRODUCTS OR SERVICES OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF ANY PRODUCTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE PRODUCTS WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (C) THE PRODUCTS (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PRODUCTS) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS); (D) ANY STORED DATA WILL BE

ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE PRODUCTS (OR ANY SERVER(S) THAT MAKE A HOSTED SERVICE AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**19 Limitation of Liability.** NEITHER PARTY (NOR ITS SUPPLIERS) SHALL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER SHALL EXCEED THE AMOUNT ACTUALLY PAID BY RESELLER TO US FOR PRODUCTS AND SUPPORT AND MAINTENANCE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM. THIS SECTION 19 (LIMITATION OF LIABILITY) SHALL NOT APPLY TO YOUR BREACH OF SECTION 12 (RESTRICTIONS) OR SECTION 2 (COMBINING THE PRODUCTS WITH OPEN SOURCE SOFTWARE) OF ADDENDUM 4 (THIRD PARTY CODE IN ATLIASSIAN PRODUCTS). TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO SUPPLIERS OF ANY THIRD PARTY COMPONENTS INCLUDED IN THE PRODUCTS WILL BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER. The parties agree that the limitations specified in this Section 19 (Limitation of Liability) will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

**20 IP Indemnification by Atlassian.** We will defend you against any claim brought against you by a third party alleging that a Product, when used as authorized under this Agreement, infringes a United States or European Union patent or registered copyright (a "**Claim**"), and we will indemnify you and hold you harmless against any damages and costs finally awarded by a court of competent jurisdiction or agreed to settlement by Atlassian (including reasonable attorneys' fees) arising out of a Claim, provided that we have received from you: (a) prompt written notice of the claim (but in any event notice in sufficient time for us to respond without prejudice); (b) reasonable assistance in the defense and investigation of the claim, including providing us a copy of the claim and all relevant evidence in your possession, custody or control; and (c) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of the claim to the extent permitted by 28 USC 516. If your use of a Product is (or in our opinion is likely to be) enjoined, if required by settlement, or if we determine such actions are reasonably necessary to avoid material liability, we may, at our option and in our discretion: (i) procure a license for your continued use of the Product in accordance with this Agreement; (ii) substitute a substantially functionally similar Product; or (iii) terminate your right to continue using the Product and refund, in the case of Software, the license fee paid by you as reduced to reflect a three year straight-line depreciation from the license purchase date, and in the case of a Hosted Service, any prepaid amounts for the terminated portion of the Subscription Term. Atlassian's indemnification obligations above do not apply: (1) if the total aggregate fees received by Atlassian with respect to your license to Software or subscription to Hosted Services in the 12 month period immediately preceding the claim is less than US\$50,000; (2) if the Product is modified by any party other than Atlassian, but solely to the extent the alleged infringement is caused by such modification; (3) if the Product is used in combination with any non-Atlassian product, software or equipment, but solely to the extent the alleged infringement is caused by such combination; (4) to unauthorized use of Products; (5) to any Claim arising as a result of (y) Your Data, or (z) any third-party deliverables or components contained with the Products; (6) to any unsupported release of the Software; or (7) if you settle or make any admissions with respect to a claim without Atlassian's prior written consent. THIS SECTION 20 (IP INDEMNIFICATION BY ATLIASSIAN) STATES OUR SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH ANY PRODUCT OR OTHER ITEMS PROVIDED BY ATLIASSIAN UNDER THIS AGREEMENT. IF FOR ANY REASON YOU CANNOT ALLOW ANOTHER PARTY TO DEFEND IT (SUCH AS UNDER 28 USC 516), ATLIASSIAN WILL HAVE NO OBLIGATION UNDER THIS INDEMNIFICATION CLAUSE TO

YOU.

- 21 Third Party Vendor Products.** Atlassian or third parties may from time to time make available to you (e.g., through the Atlassian Marketplace) third-party products or services, including but not limited to add-ons and plugins as well as implementation, customization, training, and other consulting services. If you procure any of these third party products or services, you do so under a separate agreement (and exchange of data) solely between you and the third party vendor. Atlassian does not warrant or support non-Atlassian products or services, whether or not they are designated by Atlassian as “verified” or otherwise, and disclaims all liability for such products or services. If you install or enable any third party products or services for use with Atlassian products, you acknowledge that Atlassian may allow the vendors of those products and services to access Your Data as required for the interoperation and support of such add-ons with the Atlassian products. Atlassian shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third party add-on vendors.
- 22 Publicity Rights.** We may identify you as an Atlassian customer in our promotional materials to the extent permitted by GSAR 552.203-71-RESTRICTION IN ADVERTISING. You may request that we stop doing so by submitting an email to [sales@atlassian.com](mailto:sales@atlassian.com) at any time. Please note that it may take us up to 30 days to process your request. For Government customers, we will not suggest that you endorse the product but only that you are a customer of Atlassian products.
- 23 Improving Our Products.** We are always striving to improve our Products. In order to do so, we need to measure, analyze, and aggregate how users interact with our Products, such as usage patterns and characteristics of our user base. We collect and use analytics data regarding the use of our Products as described in our Privacy Policy at Addendum 3.
- 24 Disputes.**
- 24.1 Dispute Resolution.** In the event of a dispute between the parties, the Federal Government end user referred to as Customer in this Agreement agrees that Atlassian shall have standing and direct privity of contract to bring a claim directly against the Customer in a court of competent jurisdiction or an agency board of contract appeals. The parties agree that this Agreement is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this Agreement to reach resolution on any dispute or request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference.
- 24.2 Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the Federal laws of the United States.
- 24.3 Injunctive Relief; Enforcement.** Notwithstanding the provisions of Section 24.1 (Dispute Resolution), nothing in this Agreement shall prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction. If injunctive relief is illegal by statute, this remedy will not be available to the Parties.
- 24.4 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) shall not apply to this Agreement regardless of when or where adopted.
- 25 Export Restrictions.** The Products are subject to export restrictions by the United States government and import restrictions by certain foreign governments, and you agree to comply with all applicable export and import laws and regulations in your use of the Products. You shall not (and shall not allow any third-party to) remove or export from the United States or allow the export or re-export of any part of the Products or any direct product thereof: (a) into (or to a national or resident of) any embargoed or



terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. You represent and warrant that (i) you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list and (ii) that none of Your Data is controlled under the US International Traffic in Arms Regulations. The Products are restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the United States government.

**26 Changes to this Agreement.** All modifications to this Agreement will be agreed to in writing by the Parties to be effective.

**27 General Provisions.** Any notice under this Agreement must be given in writing. We may provide notice to you via email or through your account. Our notices to you will be deemed given upon the first business day after we send it. You may provide notice to us by post to Atlassian Pty Ltd, c/o Atlassian, Inc., 1098 Harrison Street, San Francisco, CA, USA 94103, Attn: General Counsel. Your notices to us will be deemed given upon our receipt. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency. You may not assign this Agreement without our prior written consent. We will not unreasonably withhold our consent if the assignee agrees to be bound by the terms and conditions of this Agreement. The Products are "commercial items" as that term is defined at FAR 2.101. If Customer is a US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Atlassian provides the Products, including any related documentation, technical data, and/or professional services in accordance with the following: (a) if acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement; or (b) If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative Agency or Federal Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as set forth in this Agreement. If any Federal Executive Agency, Federal Legislative Agency, or Federal Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Atlassian to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. The terms of this Section regarding U.S. Government Rights is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement. All other use is prohibited. This Agreement is the entire agreement between you and Atlassian relating to the Products and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Products or any other subject matter covered by this Agreement. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect and the provision shall be rewritten to best reflect the intentions of the Parties and to remove the language causing the provision to be void, invalid, unenforceable or illegal. This Agreement may not be modified or amended by you without our written agreement (which may be withheld in our complete discretion without any requirement to provide any explanation). As used herein, "including" (and its variants) means "including without limitation" (and its variants). No failure or delay by the injured

party to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. The parties are independent contractors. This Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give on party the express or implied right, power or authority to create any duty or obligation of the other party.

**THE UNDERSIGNED REPRESENT THAT THEY HAVE THE AUTHORITY TO SIGN AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE PARTIES.**

**ATLASSIAN PTY LTD**

**U.S. GENERAL SERVICES ADMINISTRATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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Title

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Date

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Date

**ATLASSIAN GOVERNMENT END USER AGREEMENT**  
**ADDENDUM 1**  
**ATLASSIAN ACCEPTABLE USE POLICY**

*Effective as of April 28, 2014*

Here at Atlassian, our goal is to help you and your team do the best work of your lives, every day. To do this, we need to keep our products and services running smoothly, quickly, and without distraction. For this to happen, we need help from you, our users. We need you not to misuse or abuse our products and services.

To describe exactly what we mean by “misuse” or “abuse” – and help us identify such transgressions, and react accordingly – we’ve created this Acceptable Use Policy. Under this policy, we reserve the right to remove content that is inconsistent with the spirit of the guidelines, even if it’s something that is not forbidden by the letter of the policy. In other words, if you do something that isn’t listed here verbatim, but it looks or smells like something listed here, we may still remove it.

You’ll see the word “services” a lot throughout this page. That refers to all websites owned or operated by Atlassian (such as Atlassian.com, HipChat.com, Bitbucket.org, and any related websites, sub---domains and pages) as well as any hosted services operated by Atlassian (such as Bitbucket, HipChat, and OnDemand offerings).

Use your judgment, and let’s be kind to each other so we can keep creating great things. You can find all the legal fine print at the bottom of this page.

**Here’s what we won’t allow:**

Disruption	<ul style="list-style-type: none"> <li>○ Compromising the integrity of our systems. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our services.</li> <li>○ Tampering with, reverse---engineering, or hacking our services, circumventing any security or authentication measures, or attempting to gain unauthorized access to the services, related systems, networks, or data</li> <li>○ Modifying, disabling, or compromising the integrity or performance of the services or related systems, network or data</li> <li>○ Deciphering any transmissions to or from the servers running the services</li> <li>○ Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as: <ul style="list-style-type: none"> <li>□□□Using “robots,” “spiders,” “offline readers,” or other automated systems to sends more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser</li> <li>□□□Going far beyond the use parameters for any given service as described in its corresponding documentation</li> <li>□□□Consuming an unreasonable amount of storage for music, videos, pornography, etc., in a way that’s unrelated to the purposes for which the</li> </ul> </li> </ul>
Wrongful activities	<ul style="list-style-type: none"> <li>○ Misrepresentation of yourself, or disguising the origin of any content (including by “spoofing”, “phishing”, manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with Atlassian or any third party)</li> <li>○ Using the services to violate the privacy of others, including publishing or posting other people's private and confidential information without their express permission, or collecting or gathering other people’s personal information</li> </ul>

	<p>or information) from our services</p> <ul style="list-style-type: none"> <li>o Using our services to stalk, harass, or post direct, specific threats of violence against others</li> <li>o Using the Services for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws)</li> <li>o Accessing or searching any part of the services by any means other than our publicly supported interfaces (for example, “scraping”)</li> <li>o Using meta tags or any other “hidden text” including Atlassian’s or our suppliers’ product names or trademarks</li> </ul>
Inappropriate communications	<ul style="list-style-type: none"> <li>o Using the services to generate or send unsolicited communications, advertising, chain letters, or spam</li> <li>o Soliciting our users for commercial purposes, unless expressly permitted by Atlassian</li> <li>o Disparaging Atlassian or our partners, vendors, or affiliates</li> <li>o Promoting or advertising products or services other than your own without appropriate authorization</li> </ul>
Inappropriate content	<ul style="list-style-type: none"> <li>o Posting, uploading, sharing, submitting, or otherwise providing content that: <ul style="list-style-type: none"> <li>□□□ Infringes Atlassian’s or a third party’s intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right</li> <li>□□ You don’t have the right to submit</li> <li>□□□ Is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography, which we will remove and report to law enforcement, including the National Center for Missing and Exploited Children), indecent, harassing, hateful</li> <li>□□ Encourages illegal or tortious conduct or that is otherwise inappropriate</li> <li>□□□ Attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition</li> <li>□□ Contains viruses, bots, worms, scripting exploits, or other similar materials</li> <li>□□ Is intended to be inflammatory</li> <li>□□ Could otherwise cause damage to Atlassian or any third party</li> </ul> </li> </ul>

In this Acceptable Use Policy, the term “**content**” means: (1) any information, data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials that you post, upload, share, submit, or otherwise provide in any manner to the services and (2) any other materials, content, or data you provide to Atlassian or use with the Services.

**ATLASSIAN GOVERNMENT END USER AGREEMENT ATLASSIAN  
ADDENDUM 2**

**ATLASSIAN COPYRIGHT AND TRADEMARK POLICY**

Atlassian respects the rights of copyright and trademark holders, as described in this policy. This policy is incorporated by reference into the Agreement. Terms used in this policy shall have the same definitions as in the Agreement or our Acceptable Use Policy, as applicable, except where otherwise noted.

**Copyright**

Atlassian does not allow copyright infringing activities on Atlassian's Hosted Services or websites (our "Services"). We will remove a party's data or content from our Services if properly notified that such data or content infringes on another's copyright rights. Atlassian has a policy of terminating, in appropriate circumstances, the accounts of parties who repeatedly infringe copyright holders' copyrights. You are a "repeat infringer" if, on more than two occasions, you have been notified of infringing activity or have had Your Data or Content removed from our Services.

If you believe that any content in our Services violates your copyright, you should notify Atlassian's copyright agent in writing pursuant to the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512(c)(3). The contact information for Atlassian's copyright agent is at the bottom of this section.

In order for Atlassian to take action, you must do the following in your notice:

- (1) provide your physical or electronic signature;
- (2) identify the copyrighted work that you believe is being infringed, or, if multiple copyrighted works are covered by the notice, a representative list of such works;
- (3) identify the item that you think is infringing and which is to be removed or access to which is to be disabled, and include sufficient information about where the material is located (including which website) so that Atlassian can find it (such as the item's URL);
- (4) provide Atlassian with a way to contact you (such as address, telephone number, or email);
- (5) provide a statement that you believe in good faith that the item identified as infringing is not authorized by the copyright owner, its agent, or the law to be used by Atlassian; and
- (6) provide a statement that the information you provide in your notice is
  - accurate, and that
  - under penalty of perjury, you are the copyright owner or are authorized to act on behalf of the copyright owner whose work is allegedly being infringed.

We will promptly notify the alleged infringer that you have claimed ownership of the rights in this content and that we have complied with your takedown notice for the content.

Here is the contact information for Atlassian's copyright agent: Atlassian

Pty Ltd

c/o Atlassian, Inc.  
1098 Harrison Street  
San Francisco, CA 94103  
Attn: Copyright Agent

E-Mail: [copyright@atlassian.com](mailto:copyright@atlassian.com)

#### Trademark

If you are a trademark owner and you believe in good faith that any content on our Services or infringes on your trademark rights, please inform us in writing [trademarks@atlassian.com](mailto:trademarks@atlassian.com) or at the notice address for Atlassian indicated in the Agreement. Your notice must include:

- (1) Identification of the trademark(s) claimed to have been infringed, and, if registered with the United States Patent and Trademark Office or similar foreign entity, the registration number of the mark(s);
- (2) Identification of the material claimed to be infringing and information sufficient to permit Atlassian to locate the material, such as the specific URL where the trademark appears on the Services;
- (3) A statement that the complaining party has a good faith belief that use of the trademark in the manner complained of is an infringement of the rights granted under United States and/or foreign trademark law;
- (4) A statement that the information in the letter is:
  - accurate, and
  - under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the allegedly infringed trademark; and
- (5) A physical or electronic signature of a person authorized to act on behalf of the owner of the trademark that is allegedly infringed.

Upon receipt of a notice containing the above information, Atlassian will promptly notify the party who provided the allegedly infringing content and will promptly remove or cause to be removed the allegedly infringing content.

We reserve the right to reclaim usernames on behalf of businesses or individuals that hold legal claim or trademark on those usernames. Accounts using business names and/or logos to mislead others may be permanently suspended.

**ATLASSIAN GOVERNMENT END USER AGREEMENT**

**ADDENDUM 3  
PRIVACY POLICY  
GSA**

#	Section title	Description
1	Effective starting	January 1, 2015
2	Introduction	This Privacy Policy explains what information Atlassian Pty Ltd and its related entities (" <b>Atlassian</b> ") collect about you and why, what we do with that information, how we share it, and how we handle the content you place in our products and services.
3	Scope of Privacy Policy	<p>This Privacy Policy applies to the information that we obtain through your use of "Atlassian Services" via a "Device" or when you otherwise interact with Atlassian.</p> <p><b>"Atlassian Services"</b> include our:</p> <ol style="list-style-type: none"><li>1. Websites</li><li>2. SaaS Products</li><li>3. Downloadable Products</li></ol> <p>but does not include:</p> <ul style="list-style-type: none"><li>• Atlassian products or services for which a separate privacy policy is provided.</li><li>• Third party products. These are third party products or services that you may choose to integrate with Atlassian product or services, such as third party Add-Ons available in the Atlassian Marketplace. You should always review the policies of third party products and services to make sure you are comfortable with the ways in which they collect and use your information.</li></ul> <p>A "<b>Device</b>" is any computer used to access the Atlassian Services, including without limitation a desktop, laptop, mobile phone, tablet, or other consumer electronic device.</p> <p>Unless otherwise stated, our SaaS Products and our Downloadable Products are treated the same for the purposes of this document.</p> <p>By registering for or using Atlassian Services you consent to the collection, transfer, processing, storage, disclosure and other uses described in this Privacy Policy.</p>

4	Definitions	<p><b>Add-On:</b> a bundle of code, resources and configuration files that can be used with an Atlassian product to add new functionality or to change the behavior of that product’s existing features.</p> <p><b>Atlassian Services:</b> Atlassian’s Websites, SaaS Products, and Downloadable Products.</p> <p><b>Content:</b> any information or data that you upload, submit, post, create, transmit, store or display in an Atlassian Service.</p> <p><b>Downloadable Products:</b> Atlassian’s downloadable software products and mobile applications, including Add-ons created by Atlassian, that are installed by customers on an infrastructure of their choice. Downloadable Products do not include Add-Ons created by third parties, even when they are accessed through Atlassian.com or available through the Atlassian Marketplace.</p> <p><b>Information:</b> all of the different forms of data, content, and information collected by us as described in this Privacy Policy.</p> <p><b>Personal Information:</b> information that may be used to readily identify or contact you as an individual person, such as: name, address, email address, or phone number. Personal Information does not include information that has been anonymized such that it does not allow for the ready identification of specific individuals.</p> <p><b>SaaS Products:</b> Atlassian’s “OnDemand” or “Cloud” hosted solutions, as well as other Atlassian hosted solutions that display a link to this Privacy Policy (such as HipChat and Bitbucket). For the avoidance of doubt, if an Atlassian hosted solution displays a link to a different privacy policy, then that other privacy policy shall apply. <b>Websites:</b> Atlassian's websites, including but not limited to atlassian.com, marketplace.atlassian.com, answers.atlassian.com, confluence.atlassian.com, support.atlassian.com and any related websites, sub-domains and pages.</p>
5	Changes to our Privacy Policy	<p>We may change this Privacy Policy from time to time. If we make any changes, we will notify you by notifying our Reseller who will request a modification to the prime contract. We encourage you to review our Privacy Policy whenever you use Atlassian Services to stay informed about our information practices and the ways you can help protect your privacy.</p>
6	Information you provide to us	<p>We collect the following information:</p> <p><b>Account and Profile Information:</b> We collect information about you and your company as you register for an account, create or modify your profile, make purchases through, use, access, or interact with Atlassian Services (including but not limited to when you upload, download, collaborate on or share Content). Information we collect includes but is not limited to your name, username, address, email</p>



		<p>address, phone number, profile photo, job title, or credit card details. You may provide this information directly when you enter it in Atlassian Services, or in some cases another user (such as a system administrator) creating an account on your behalf may provide it (most commonly when your company requests that you use our products). If you are providing information (including Personal Information) about someone else, you confirm that you have the authority to act for them and to consent to the collection and use of their Personal Information as described in this Privacy Policy.</p> <p><b>Content:</b> We collect and store Content that you create, input, submit, post, upload, transmit, store or display in the process of using our SaaS Products or Websites. Such Content includes any Personal Information or other sensitive information that you choose to include (“passively-collected Personal Information”).</p> <p><b>Other submissions:</b> We collect other data that you submit to our Websites or as you participate in any interactive features of the Atlassian Services, participate in a survey, contest, promotion, sweepstakes, activity or event, apply for a job, request customer support, communicate with us via third party social media sites or otherwise communicate with us. For example, information regarding a problem you are experiencing with an Atlassian product could be submitted to our Support Services or posted in our public forums. Any information, including Personal Information, that you submit to our Websites could be visible to the public unless submitted to a secure area in the Website.</p>
7	Information we collect from your use of Atlassian Services	<p><b>Web Logs:</b> As is true with most websites and services delivered over the Internet, we gather certain information and store it in log files when you interact with our Websites and SaaS Products. This information includes internet protocol (IP) addresses as well as browser type, internet service provider, URLs of referring/exit pages, operating system, date/time stamp, information you search for, locale and language preferences, identification numbers associated with your Devices, your mobile carrier, and system configuration information. In the case of our SaaS Product, the URLs you accessed (and therefore included in our log files) include usernames as well as elements of Content (such as JIRA project names, project keys, status names, and JQL filters, and Confluence page titles and space names) as necessary for the SaaS Product to perform the requested operations. Occasionally, we connect Personal Information to information gathered in our log files as necessary to improve Atlassian Services for individual customers.</p> <p><b>Analytics Information from Website and SaaS Products:</b> We and our analytics provider collect and store analytics information when you use our Websites and SaaS Products to help us improve our products and services. In the SaaS Products, this analytics information consists of the feature and function of the Atlassian Service being used, the associated license identifier (SEN) and domain name, the username</p>

and IP address of the individual who is using the feature or function (which will include Personal Information if the Personal Information was incorporated into the username), the sizes and original filenames of attachments, and additional information required to detail the operation of the function and which parts of the Atlassian Services are being affected.

For example:

- In JIRA, analytics information that we collect when a user creates a project includes the system-generated numeric identifier of the project, the project key input by the user, the name of the template used (if any), and the name of the project. Similarly, analytics information that we collect when an issue is edited includes the system-assigned numeric issue id, the issue key (which consists of the project key and a system-generated sequence number), whether the edit is made by a user or automatically generated by the system, and whether email notifications are to be sent.
- In Confluence, analytics information that we collect when a user creates a page includes the system-generated numeric identifier of the page, the blueprint used to create the page, the key of the space in which the page is being created, and the page title. An example of analytics information that we collect when a user creates a new blueprint includes the system-generated numeric identifier of the blueprint, the key of the space in which the blueprint is being created, and the blueprint name and description.

As shown in the examples above, the analytics information we collect includes elements of Content related to the function the user is performing. As such, the analytics information we collect may include Personal Information or sensitive business information that the user has included in Content that the user chose to upload, submit, post, create, transmit, store or display in an Atlassian Service.

As of the date this policy went into effect, we use Google Analytics as an analytics provider. To learn more about the privacy policy of Google Analytics, refer to Google's Policies and Principles available on the Google site at [www.google.com/policies](http://www.google.com/policies). Use the Google Analytics Opt-out Browser Add-on to prevent analytics information from being sent to Google Analytics.

**Analytics Information Derived from Content.** Analytics information also consists of data we collect as a result of running queries against Content across our user base for the purposes of generating Usage Data. "Usage Data" is aggregated data about a group or category of services, features or users that does not contain Personal Information. For example, we may query Content to determine the most common types of workflows that users use (e.g. what percentage of all instances use ITIL style workflows?) by searching for the most common workflow names, or we may query Content to determine the most popular job titles for Confluence users in order to better understand the composition of our user base.

Though we may happen upon sensitive or Personal Information as we compile Usage Data from Content across user instances, this is a byproduct of our efforts to understand broader patterns and trends. It is not a concerted effort by us to examine the Content of any particular customer.

**Analytics Information from Downloadable Products:** We collect analytics information when you use our Downloadable Products to help us improve our products and services. Our Downloadable Products contain a feature that sends information about the technical operation of the Downloadable Products on your systems ("**System Information**") to us. System Information includes information about (a) the server environment in which the Downloadable Product is operating: OS type and version, JVM version, Java environment properties, CPU type, RAM allocation, language and locale settings, database type and version, and disk utilization, as well as (b) user client information, for example: browser type and version, native client type and version, and client device specifications (e.g. screen resolution, OS version, device type, etc.). In addition, we collect analytics information from Downloadable Products that is a subset of the analytics information described above for Websites and SaaS Products. As with Websites and SaaS Products, the analytics information we collect includes elements of Content related to the function the user is performing, but with an important caveat. With the Downloadable Products, before sending the information to Atlassian's servers, we filter the analytics information to remove elements that we believe may contain sensitive or Personal Information. For example: (1) we conduct a one-way hash of usernames and hostnames before collecting them and (2) we filter any Content elements we collect to discard all words except those on a list of common business and IT terminology. You can disable our collection of analytics information from Downloadable Products via the Administrator settings or by blocking collection at the local network level.

**Cookies and Other Tracking Technologies:** We use various technologies to collect information, including cookies that we save to your computer or mobile device. Cookies are small data files stored on your hard drive or in device memory. We use cookies to improve and customize Atlassian Services and your experience; to allow you to access and use the Websites or SaaS Products without re-entering your username or password; and to count visits and understand which areas and features of the Websites and SaaS Products are most popular. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from websites you visit. If you do not accept cookies, however, you may not be able to use all aspects of our Websites or SaaS Products. We also collect information using web beacons (also known as "tracking pixels"). Web beacons are electronic images that may be used in our Websites or SaaS Products or in emails that help us to deliver cookies, count visits, understand usage and

		<p>campaign effectiveness and determine whether an email has been opened and acted upon.</p> <p><b>Installer Analytics, Software Updates &amp; License Information from Downloadable Products:</b> During the installation of our Downloadable Products, the installer sends analytics information to Atlassian to allow us to understand where in the installation process users are experiencing trouble or dropping out. Our Downloadable Products also communicate with Atlassian servers for licensing purposes, as well as to check for updates, patches, and compatibility with Add-Ons. Examples of information we collect for these purposes include the name and version of the Downloadable Product and the server ID, SEN, and IP address of the customer instance.</p>
8	Information we collect from other sources	<p><b>Information from third party services:</b> We also obtain information from third parties and combine that with information we collect through Atlassian Services. For example, we may have access to certain information from a third party social media or authentication service if you log into Atlassian Services through the service or otherwise provide us with access to information from the service. Any access that we may have to such information from a third party social or authentication service is in accordance with the authorization procedures determined by that service. By authorizing us to connect with a third party service, you authorize us to access and store your name, email address(es), current city, profile picture URL, and other information that the third party service makes available to us, and to use and disclose it in accordance with this Privacy Policy. You should check your privacy settings on these third party services to understand and change the information sent to us through these services.</p>
9	How we use Information we collect	<p><b>General Uses.</b> We use the information we collect about you (including Personal Information to the extent applicable) for a variety of purposes, including to:</p> <ul style="list-style-type: none"> <li>• Provide, operate, maintain, improve, and promote Atlassian Services;</li> <li>• Enable you to access and use Atlassian Services, including uploading, downloading, collaborating on and sharing Content;</li> <li>• Process and complete transactions, and send you related information, including purchase confirmations and invoices;</li> <li>• Communicate with you, including responding to your comments, questions, and requests; providing customer service and support; providing you with information about services, features, surveys, newsletters, offers, promotions, contests and events; providing other news or information about us and our select partners; and sending you technical notices, updates, security alerts, and support and administrative messages. Generally, you have the ability to opt out of receiving any promotional communications as described below under “Your Choices”;</li> </ul>

		<ul style="list-style-type: none"> <li>• Process and deliver contest or sweepstakes entries and rewards;</li> <li>• Monitor and analyze trends, usage, and activities in connection with Atlassian Services and for marketing or advertising purposes;</li> <li>• Investigate and prevent fraudulent transactions, unauthorized access to Atlassian Services, and other illegal activities;</li> <li>• Personalize Atlassian Services, including by providing content, features, or advertisements that match your interests and preferences;</li> <li>• Enable you to communicate, collaborate, and share Content with users you designate; and</li> <li>• For other purposes about which we notify you.</li> </ul> <p>Notwithstanding the foregoing, we will not use Personal Information appearing in our Analytics Logs or Web Logs for any purpose.</p> <p><b>Compiling aggregate analytics information:</b> Because our SaaS Products and Downloadable Products are some of the most configurable in the market, we make extensive use of analytics information (including log and configuration data) to understand how our products are being configured and used, how they can be improved for the benefit of all of our users, and to develop new products and services. As such we generate Usage Data (as defined above) from the web logs and analytics logs described above, including the Content elements captured in such logs, as well as from the Content stored in the Websites and SaaS Products.</p>
10	Information sharing and disclosure	<p>We will not share or disclose any of your Personal Information or Content with third parties except as described in this policy. We do not sell your Personal Information or Content.</p> <p><b>Your use:</b> When you use Atlassian Services, Content you provide will be displayed back to you. Certain features of Atlassian Services allow you to make some of your Content public, in which case it will become readily accessible to anyone. We urge you to consider the sensitivity of any data you make public.</p> <p><b>Collaboration:</b> As a natural result of using Atlassian Services, you may create Content and grant permission to other Atlassian users to access it for the purposes of collaboration. Some of the collaboration features of Atlassian Services display your profile information, including Personal Information included in your profile, to users with whom you have shared your Content. Where this information is sensitive, we urge you to use the various security and privacy features of the Atlassian Services to limit those who can access such information.</p> <p><b>Access by your system administrator:</b> You should be aware that the administrator of your instance of Atlassian Services may be able to:</p> <ul style="list-style-type: none"> <li>• access information in and about your Atlassian Services account;</li> </ul>

- disclose, restrict, or access information that you have provided or that is made available to you when using your Atlassian Services account, including your Content; and
- control how your Atlassian Services account may be accessed or deleted.

**Atlassian Community:** Our Websites offer publicly accessible community services such as blogs, forums, bug trackers, and wikis. You should be aware that any Content you provide in these areas may be read, collected, and used by others who access them. Your posts may remain even after you cancel your account.

**Service Providers, Business Partners and Others:** We work with third party service providers to provide website, application development, hosting, maintenance, back-up, storage, virtual infrastructure, payment processing, analysis and other services for us. These third parties may have access to or process your Information as part of providing those services for us.

**Third party applications:** You may choose to make use of third party Add-Ons in conjunction with Atlassian Services. Third party Add-Ons are software written by third parties to which you grant access privileges to your Content (which may include your Personal Information). When access is granted, your Content is shared with the third party. Third party Add-On policies and procedures are not controlled by Atlassian even though the third Party Add-On may be available through Atlassian Services. Third parties who have been granted access to your Content through Add-Ons could use this data to contact you and market services to you, and could share your data with other third parties. This Privacy Policy does not cover the collection or use of your data by third party Add-Ons, and we urge you to consider the privacy policies governing third party Add-Ons.

**Third Party Cookies and Tracking Technologies.** When you visit Atlassian's Websites, third parties such as our advertising partners and analytics providers use cookies, web beacons, and other technologies to collect information about your online activities over time and across different websites or online services. You may be able to opt out of receiving personalized advertisements as described below under "Your Choices." When you use our SaaS Products, we allow our analytics provider to collect the information described above under the heading **Analytics Information from Website and SaaS Products**. Our analytics provider may collect information about your activities over time and across different online services.

**Compliance with Laws and Law Enforcement Requests; Protection of Our Rights:** We may disclose your Information (including your Personal Information) to a third party if (a) we believe that disclosure is reasonably necessary to comply with any applicable law, regulation, legal process or governmental request, (b) to enforce our agreements, policies and terms of service, (c) to protect the security or integrity of Atlassian's products and services, (d) to protect Atlassian, our customers or the

		<p>public from harm or illegal activities, or (e) to respond to an emergency which we believe in the good faith requires us to disclose information to assist in preventing the death or serious bodily injury of any person.</p> <p><b>Business Transfers:</b> We may share or transfer your information (including your Personal Information) in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.</p> <p><b>Aggregated or Anonymized Data:</b> We may also share aggregated or anonymized information that does not directly identify you with the third parties described above.</p> <p><b>With Your Consent.</b> We will share your personal information with third parties when we have your consent to do so.</p>
11	Information we do not share	We do not share Personal Information about you with third parties for their marketing purposes (including direct marketing purposes) without your permission.
12	Data storage, transfer and security	<p>Atlassian hosts data with hosting service providers in numerous countries including the United States and Australia. The servers on which Personal Information is stored are kept in a controlled environment. While we take reasonable efforts to guard your Personal Information, no security system is impenetrable and due to the inherent nature of the Internet as an open global communications vehicle, we cannot guarantee that information, during transmission through the Internet or while stored on our systems or otherwise in our care, will be absolutely safe from intrusion by others, such as hackers. In addition, we cannot guarantee that any passively- collected Personal Information you choose to store in Websites or SaaS Products are maintained at levels of protection to meet specific needs or obligations you may have relating to that information.</p> <p>Where data is transferred over the Internet as part of a Website or SaaS Product, the data is encrypted using industry standard SSL (HTTPS).</p> <p>Where Downloadable Products are used, responsibility of securing access to the data you store in the Downloadable Products rests with you and not Atlassian. We strongly recommend that administrators of Downloadable Products configure SSL to prevent interception of data transmitted over networks and to restrict access to the databases and other storage used to hold data.</p>
13	Your Choices	You may opt out of receiving promotional communications from Atlassian by using the unsubscribe link within each email, updating your email preferences at <a href="https://my.atlassian.com">my.atlassian.com</a> , or emailing us to have your contact information removed from our promotional email list or registration database. Although opt-out requests are usually processed immediately, please allow ten (10) business days for a removal request to be processed. Even after you opt out from receiving promotional messages from us,

		<p>you will continue to receive transactional messages from us regarding Atlassian’s Services.</p> <p>You may be able to opt out of receiving personalized advertisements from companies who are members of the Network Advertising Initiative or who subscribe to the Digital Advertising Alliance’s Self-Regulatory Principles for Online Behavioral Advertising. For more information about this practice and to understand your options, please visit: <a href="http://www.aboutads.info">http://www.aboutads.info</a> and <a href="http://www.networkadvertising.org/choices/">http://www.networkadvertising.org/choices/</a>.</p>
14	Accessing and updating your information	You can access and amend some of the information we keep about you through your account settings.
15	Compliance with privacy laws and regulations	You agree not to use the Atlassian Services in a manner that would violate laws protecting an individual’s privacy rights, health or financial data, including the Health Insurance Portability and Accountability Act of 1996 as amended (HIPAA) and the Gramm-Leach-Bliley Act and its implementing regulations, the Privacy Rule and the Safeguards Rule.
16	Our policy towards children	Atlassian Services are not directed to individuals under 13. We do not knowingly collect Personal Information from children under 13. If we become aware that a child under 13 has provided us with Personal Information, we will take steps to delete such information. If you become aware that a child has provided us with Personal Information, please contact our Support Services.
17	International users	If you are visiting from the European Union or other regions with laws governing data collection and use, please note that you are agreeing to the transfer of your Personal Information to Australia and the United States to us. By providing your Personal Information, you consent to any transfer and processing in accordance with this Policy.



**ATLASSIAN GOVERNMENT END USER AGREEMENT  
ADDENDUM 4**

**THIRD PARTY CODE IN ATLASSIAN PRODUCTS**

This is a supplement to the Agreement and is included in the Agreement. Any capitalized terms used but not defined below have the meanings in the Agreement. The Products contain code and libraries that we license from third parties. Some of these licenses require us to flow certain terms down to you.

1. **Open Source Software in the Products.** The Products include components subject to the terms and conditions of “open source” software licenses. To the extent applicable, we will identify open source software included in a Product in or through the Product itself. Some of these licenses require us to provide the open source software to you on the terms of the open source license instead of the terms of the Agreement. In that case, the terms of the open source license will apply, and you will have the rights granted in such licenses to the open source software itself, such as access to source code, right to make modifications, and right to reverse engineer. Notwithstanding the foregoing, if you are using the Products in the form provided to you, in accordance with your permitted Scope of Use, with no distribution of software to third parties, then none of these open source licenses impose any obligations on you beyond what is stated in the Agreement.
2. **Combining the Products with Open Source Software.** A requirement of some open source licenses, sometimes known as “copyleft licenses,” is that any modifications to the open source software, or combinations of the open source software with other software (such as by linking), must be made available in source code form under the terms of the copyleft license. Examples of copyleft licenses include the GPL or LGPL, Affero, CPL, CDDL, Eclipse or Mozilla licenses. To the extent you are separately authorized by Atlassian to combine and distribute Products with any other code, you must make sure that your use does not: (i) impose, or give the appearance of imposing, any condition or obligation on us with respect to our Products (including, without limitation, any obligation to distribute our Products under an open source license); or (ii) grant, or appear to grant, to any third party any rights to or immunities under our intellectual property or proprietary rights in our Products. To be clear, you may not combine or otherwise modify our Products unless we expressly give you the right to do so under this Agreement.
3. **Commercial Third Party Code in the Products.**
  - 3.1 The Products also include components that we license commercially from third parties (“**Commercial Components**”). For the avoidance of doubt, all of the restrictions for the Products in the Agreement also apply to Commercial Components. Commercial Components are also subject to some additional requirements as set forth below.
  - 3.2 You may use Commercial Components only in conjunction with, as part of, and through the Products as provided by Atlassian. You may not install, access, configure or use any Commercial Components (including any APIs, tools, databases or other aspects any Commercial Components) separately or independently of the rest of the Product, whether for production, technical support or any other purposes, or otherwise attempt to gain direct access to any portions of the Commercial Components, or permit anyone else (including your customers) to do any of these things.
  - 3.3 Some Commercial Components may include source code that is provided as part of its standard shipment. Commercial Component source code will be governed by the terms for Commercial Components in this Addendum. Accordingly, notwithstanding any other terms of the Agreement, you may not modify any Commercial Components. Atlassian will not indemnify you for any breach of this Section and will not be responsible to the applicable third party licensor (“**Commercial Component Licensor**”) for all damages and losses resulting from your or your Authorized User’s breach of this Section. You are responsible for your and

your Authorized Users' compliance with this Section. You may not "benchmark" or otherwise analyze performance information for individual Commercial Component elements.

- 3.4 You understand that the applicable Commercial Component Licensor retains all ownership and intellectual property rights to the Commercial Component. However, to be clear, Commercial Component Licensors do not assume any of Atlassian's obligations under the Agreement.

**ATLASSIAN GOVERNMENT END USER AGREEMENT  
ADDENDUM 5**

**SERVICE-SPECIFIC TERMS**

Bitbucket-specific terms

Effective starting: April 28, 2014

Your use of Bitbucket is subject to the terms of the Agreement as well as the following additional terms. Any capitalized terms used but not defined below have the meanings in the Agreement.

1. **Repositories.** Data that you upload to Bitbucket are stored in “repositories.” You designate whether the repositories are public (meaning that anyone coming to the Bitbucket website can view them) or private (meaning that access to those repositories will be limited to those who have permission to access the repositories). For each public repository that you maintain, you must indicate the license under which you are making the contents of the repository available to others, as well as the license under which you will accept contributions to your repository.

2. **Storage Rules.** We do not set pre-defined storage limits on Your Data in Bitbucket. However, we do enforce parameters described in the Bitbucket documentation to ensure that you do not use Bitbucket in a way that consumes a disproportionate amount of system resources (CPU’s, memory, disk space, bandwidth, etc.) or that would adversely impact the performance or operation of Bitbucket for other Bitbucket users. Similarly, since Bitbucket is designed to be used as a source code repository, we reserve the right to remove any other content (such as music or video), particularly if the content is consuming a disproportionate amount of storage. Please note that, since we do not maintain access to your repositories, any removal of Your Data under Section 7.8 (Removals and Suspension) of the Agreement means removal of the entire repository in which the offending data resides, not just the offending portions.

3. **Accessing Repositories.** If you are accessing code in someone else’s repository, you should carefully read all the licenses applicable to that repository before using or contributing any code. **YOU ACKNOWLEDGE THAT ALL CODE MADE AVAILABLE THROUGH BITBUCKET IS THE RESPONSIBILITY OF THE ACCOUNT OWNER CONTROLLING THE PARTICULAR REPOSITORY. ATLASSIAN IS NOT THE LICENSOR OF ANY THIRD PARTY CODE MADE AVAILABLE THROUGH BITBUCKET AND TAKES NO RESPONSIBILITY FOR SUCH CODE.**

4. **Granting Permissions.** Be careful about granting permissions to your repositories. Once you grant such permissions, we will not be able to prevent those users from taking the actions allowed under those permissions, even if you don’t approve of those actions. Be especially careful about granting administrative access to your repositories, as some of those actions may be irreversible. For example, if you grant someone permission that allows them to move content in your repository to another account, we will not be able to reach into that other user’s account without their permission to recover the data, as we are not in a position to arbitrate disputes among our users. In that case, your only recourse may be requesting a takedown under our policy regarding Reporting Copyright and Trademark Violations or pursuing legal action against the other user directly.

HipChat-specific terms

Effective starting: May 27, 2014

Your use of HipChat is subject to the terms of the Agreement as well as the following additional terms. Any capitalized terms used but not defined below have the meanings in the Agreement.

1. **Responsibility for User Consent.** Your administrators may have the ability to access, monitor, use, or disclose data available to HipChat users within the users' HipChat accounts (including chats, chat history, and file attachments). You will obtain and maintain all required consents from your HipChat users to allow: (a) you to access, monitor, use, and disclose this data, (b) Atlassian to provide you with the ability to do so,

and (c) Atlassian to provide the HipChat service to you.

2. Chat History. By using HipChat, you consent to the storage of your chat history by us. Your chat history is saved as the default option. You may change your options through the product.

Cloud-specific terms

Effective starting: April 28, 2014

Your use of Atlassian Cloud is subject to the terms of the Agreement as well as the following additional terms. Any capitalized terms used but not defined below have the meanings in the Agreement.

Bamboo. Bamboo Cloud requires Amazon's Elastic Cloud Hosted Service ("EC2") in order to operate. EC2 allows you to use Elastic Bamboo, which dynamically creates and runs remote agents in the Amazon Elastic Compute Cloud. You must register with Amazon Web Hosted Services ("AWS") in order to access EC2. To be clear, EC2 is not part of the Hosted Services, and fees paid to Atlassian do not include fees for EC2. If you register for EC2, you will be charged directly by AWS and will be solely responsible for payment of all fees to AWS.