

Legal

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TermScout Certified Contract



Customer Agreement

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Atlassian provides a wide range of products, services, and deployment options. As part of our dedication to building with heart and balance, we have developed the Atlassian Customer Agreement to encompass all these offerings in a comprehensive and customized manner. Our products adhere to an enterprise-level set of controls and policies that align with various international standards and market expectations. The agreement is crafted to be customer-friendly, undergoing regular updates informed by market

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behalf of which this Agreement is accepted or, if that does not apply, the individual accepting this Agreement. “**Atlassian**” means the Atlassian entity that owns or operates the Products that Customer uses or accesses listed at <https://www.atlassian.com/legal/product-terms>.

If you (the person accepting this Agreement) are accepting this Agreement on behalf of your employer or another entity, you agree that: (i) you have full legal authority to bind your employer or such entity to this Agreement, and (ii) you agree to this Agreement on behalf of your employer or such entity.

If you are accepting this Agreement using an email address from your employer or another entity, then: (i) you will be deemed to represent that party, (ii) your acceptance of this Agreement will bind your employer or that entity to these terms, and (iii) the word “you” or “Customer” in this Agreement will refer to your employer or that entity.

By clicking on the “Agree” (or similar button or checkbox) that is presented to you at the time of placing an Order, downloading Products, or by using or accessing the Products, you confirm you are bound by this Agreement. If you do not wish to be bound by this Agreement, do not click “Agree” (or similar button or checkbox), download the Products, or use or access the Products.

1. Overview

This Agreement applies to Customer's Orders for Products and related Support and Services, and to the relationship between Customer and Atlassian.

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and related Support and Advisory Services for its and its Affiliates internal business purposes, in accordance with the Documentation and subject to Customer's Scope of Use, as specified in the Order and the Product-Specific Terms.

2.2. Restrictions. Except to the extent otherwise expressly permitted by this Agreement, Customer must not (and must not permit anyone else to): (a) rent, lease, sell, distribute or sublicense the Products or (except for Affiliates) include them in a service bureau or outsourcing offering, (b) provide access to the Products to a third party, other than to Users, (c) charge its customers a specific fee for use of the Products, but Customer may charge an overall fee for its own offerings (of which the Products are ancillary), (d) use the Products to develop a similar or competing product or service, (e) reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to the Products, (f) modify or create derivative works of the Products, (g) interfere with or circumvent Product usage limits or Scope of Use restrictions, (h) remove, obscure or modify in any way any proprietary or other notices or attributions in the Products, or (i) violate the Acceptable Use Policy.

2.3. DPA. The DPA applies to Customer's use of Products and related Support and Advisory Services and forms part of this Agreement.

3. Users

3.1. Responsibility. Customer may authorize Users to access and use the Products, in accordance with the Documentation and Customer's Scope of Use. Customer is responsible for its Users' compliance with this Agreement and all activities of its

Users, including Orders they may place, Apps and Third Party Products enabled, and

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Atlassian may verify that Customer or an Affiliate owns or controls that domain.

Atlassian has no obligation to provide that Cloud Product or feature if Atlassian cannot verify that Customer or an Affiliate owns or controls the domain. Product administrators appointed by Customer may also take over management of accounts previously registered using an email address belonging to Customer's domain, which become "managed accounts" (or similar term), as described in the Documentation

3.4. Age Requirements. The Products are not intended for use by anyone under the age of 16. Customer is responsible for ensuring that all Users are at least 16 years old.

4. Cloud Products

This Section 4 only applies to Cloud Products.

4.1. Customer Data. Atlassian may process Customer Data to provide the Cloud Products and related Support or Advisory Services in accordance with this Agreement.

4.2. Security Program. Atlassian has implemented and will maintain an information security program that uses appropriate physical, technical and organizational measures designed to protect Customer Data and Customer Materials from unauthorized access, destruction, use, modification or disclosure, as described in its Security Measures. Atlassian will also maintain a compliance program that includes independent third-party audits and certifications, as described in its Security Measures. Further information about Atlassian's security program is available on the Atlassian Trust Center at <https://www.atlassian.com/trust>, as updated from time to time.

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SECTION 2.2 (RESTRICTIONS), OR THE RIGHTS OF OTHERS (INCLUDING RELATING TO A TAKEDOWN

request received following the guidelines for Reporting Copyright and Trademark Violations at <https://www.atlassian.com/legal/copyright-and-trademark-violations>), or (b) Customer's use of the Cloud Products threatens the security or operation of the Cloud Products, then Atlassian may: (i) limit access to, or remove, the relevant Customer Data, or (ii) suspend Customer's or any User's access to the relevant Cloud Products. Atlassian may also take any such measures where required by Law, or at the request of a governmental authority. When practicable, Atlassian will give Customer the opportunity to remedy the issue before taking any such measures.

4.6. AI Offerings. Cloud Products may be, or include access to, AI Offerings. Atlassian provides AI Offerings under the [AI Terms](#).

5. Software Products

This Section 5 only applies to Software Products.

5.1. Modifications. Atlassian may provide some portions of the Software Products in source code form for Customer to use internally to create bug fixes, configurations or other modifications of the Software Products, as permitted in the Documentation (“**Modifications**”). Customer must keep such source code secure (on computer devices and online repositories controlled by Customer), confidential, and only make it available to Customer’s employees who have a legitimate need to access and use the source code to create and maintain Modifications. Customer may only use Modifications with the Software Products, and only in accordance with this

Agreement, including the Third-Party Code Policy, the Documentation, and Customer’s

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Applicable Scope of Use. Atlassian or its authorized agents may audit Customer's use of the Software Products no more than once every twelve (12) months to confirm compliance with Customer's Scope of Use, provided Atlassian gives Customer reasonable advance notice and uses reasonable efforts to minimize disruption to Customer. If Customer exceeds its Scope of Use, Atlassian may invoice for that excess use, and Customer will pay Atlassian promptly after invoice receipt.

5.3. Number of Instances. Unless otherwise specified in the Order or the Product-Specific Terms, Customer may install up to one (1) production instance of each Software Product included in an Order on systems owned or operated by Customer or its Users.

6. Customer Obligations

6.1. Disclosures and Rights. Customer must ensure it has made all disclosures and obtained all rights and consents necessary for Atlassian to use Customer Data and Customer Materials to provide the Cloud Products, Support or Advisory Services.

6.2. Product Assessment. Customer is responsible for determining whether the Products meet Customer's requirements and any regulatory obligations related to its intended use.

6.3. Sensitive Health Information and HIPAA. Unless the parties have entered into a 'Business Associate Agreement,' Customer must not (and must not permit anyone else to) upload to the Cloud Products (or use the Cloud Products to process) any patient medical or other protected health information regulated by the Health

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through the Atlassian Marketplace (“Third-Party Products”). Use of such Third-Party

Products with the Products may require access to Customer Data and other data by the third-party provider, which, for Cloud Products Atlassian will permit on Customer’s behalf if Customer has enabled that Third-Party Product. Likewise, such use of Third-Party Products may entail access to Third-Party Product data by Atlassian. Customer’s use of Third-Party Products is subject to the relevant provider’s terms of use, not this Agreement, but data sent from the Third-Party Product to Customer’s Atlassian account is subject to this Agreement. Atlassian does not control and has no liability for Third-Party Products. Atlassian makes no warranty that the Products will, or will continue to, connect or interoperate with any Third-Party Product.

8. Support and Advisory Services

Atlassian will provide Support and Advisory Services as described in the Order and applicable Policies. Atlassian’s provision of Support or Advisory Services is subject to Customer providing timely access to Customer Materials and personnel reasonably requested by Atlassian.

9. Ordering Process and Delivery

No Order is binding until Atlassian provides its acceptance, including by sending a confirmation email, providing access to the Products, or making license or access keys available to Customer. No terms of any purchase order or other business form used by Customer will supersede, supplement, or otherwise apply to this Agreement or Atlassian. Atlassian will deliver login instructions or license keys for Products electronically, to Customer’s account (or through other reasonable means) promptly

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Products and Scope of Use, will be specified in the Order placed by the Reseller with Atlassian on Customer's behalf.

(c) Renewals. Unless otherwise specified in an Order and subject to the Product, Support or Advisory Services continuing to be generally available, a Subscription Term will automatically renew at Atlassian's then current rates for: (i) if Customer's prior Subscription Term was for a period less than twelve (12) months, another Subscription Term of a period equal to Customer's prior Subscription Term, or (ii) if Customer's prior Subscription Term was for twelve (12) months or more, twelve (12) months. Either party may elect not to renew a Subscription Term by giving notice to the other party before the end of the current Subscription Term. Customer must provide any notice of non-renewal through account settings in the Products, by contacting Atlassian's support team or by otherwise providing Atlassian notice.

(d) Increased Scope of Use. If Customer exceeds the Scope of Use purchased, unless otherwise agreed with Atlassian in writing, Customer must upgrade its subscription or pay for the increased Scope of Use. Unless otherwise specified in an applicable Order, Atlassian will charge Customer for any increased Scope of Use at Atlassian's then-current rates, which may be prorated for the remainder of the then-current Subscription Term.

(e) Refunds. All fees and expenses are non-refundable, except as otherwise provided in this Agreement. For any purchases Customer makes through a Reseller, any refunds from Atlassian payable to Customer relating to that purchase will be remitted by that Reseller ~~unless Atlassian specifically notifies Customer otherwise at the time of~~

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than taxes on Atlassian's net income, Customer is responsible for any such taxes or levies and must pay those taxes or levies, which Atlassian will itemize separately, in accordance with an applicable invoice.

(b) Withholding Taxes. To the extent Customer is required to withhold tax from payment to Atlassian in certain jurisdictions, Customer must provide valid documentation it receives from the taxing authority in such jurisdictions confirming remittance of withholding. This documentation must be provided at the time of payment of the applicable invoice to Atlassian.

(c) Exemptions. If Customer claims exemption from any sales tax, VAT, GST or similar taxes under this Agreement, Customer must provide Atlassian a valid tax exemption certificate or tax ID at the time of Order, and after receipt of valid evidence of exemption, Atlassian will not include applicable taxes on the relevant Customer invoice.

10.3. Return Policy. Within thirty (30) days of its initial Order for a Product, Customer may terminate the Subscription Term for that Product, for any or no reason, by providing notice to Atlassian. Following such termination, upon request (which may be made through Customer's Atlassian account), Atlassian will refund Customer the amount paid for that Product and any associated Support under the applicable Order. Unless otherwise specified in the Policies or Product-Specific Terms, this return policy does not apply to Advisory Services.

10.4. Suspension for Non-payment. Atlassian may suspend Customer's rights to use

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SIMPLY TRUSTED CODE (SCT), & PERFORMANCE WARRANTY).

11.2. Performance Warranty Remedy. If Atlassian breaches a Performance Warranty and Customer makes a reasonably detailed warranty claim within 30 days of discovering the issue, Atlassian will use reasonable efforts to correct the non-conformity. If Atlassian determines such remedy to be impracticable, either party may terminate the affected Subscription Term. Atlassian will then refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. These procedures are Customer's exclusive remedy and Atlassian's entire liability for breach of a Performance Warranty.

11.3. Exclusions. The warranties in this Section 11 (Atlassian Warranties) do not apply to: (a) the extent the issue or non-conformity is caused by Customer's unauthorized use or modification of the Products, (b) unsupported releases of Software Products or Cloud Clients, or (c) Third-Party Products.

11.4. Disclaimers. **Except as expressly provided in this Section 11 (Atlassian Warranties), the Products, Support and Advisory Services and all related Atlassian services and deliverables are provided "AS IS." Atlassian makes no other warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title or non-infringement. Atlassian does not warrant that Customer's use of the Products will be uninterrupted or error-free. Atlassian is not liable for delays, failures or problems inherent in use of the internet and electronic communications or other systems outside Atlassian's control.**

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TERMINATION.

12.3. Termination for Cause. Either party may terminate this Agreement or a Subscription Term if the other party: (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice, (b) ceases operation without a successor, or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days. If Customer terminates this Agreement or a Subscription Term in accordance with this Section 12.3, Atlassian will refund to Customer any pre-paid, unused fees for the terminated portion of the Agreement or applicable Subscription Term.

12.4. Effect of Termination. Upon expiration or termination of this Agreement or a Subscription Term: (a) Customer's rights to use the applicable Products, Support or Advisory Services will cease, (b) Customer must immediately cease accessing the Cloud Products and using the applicable Software Products and Cloud Clients, and (c) Customer must delete (or, on request, return) all license keys, access keys and any Product copies. Following expiration or termination, unless prohibited by Law, Atlassian will delete Customer Data in accordance with the Documentation.

12.5. Survival. These Sections survive expiration or termination of this Agreement: 2.2 (Restrictions), 4.2 (Security Program), 10.1 (Fees), 10.2 (Taxes), 11.4 (Disclaimers), 12.4 (Effect of Termination), 12.5 (Survival), 13 (Ownership), 14 (Limitations of Liability), 15 (Indemnification by Atlassian), 16 (Confidentiality), 17 (Disclaimer), 18 (Feedback), 20

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improvements.

14. Limitations of Liability

14.1. Damages Waiver. Except for Excluded Claims or Special Claims, to the maximum extent permitted by Law, neither party will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, interruption of business or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of their possibility in advance.

14.2. General Liability Cap. Except for Excluded Claims or Special Claims, to the maximum extent permitted by Law, each party's entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid to Atlassian for the Products, Support and Advisory Services giving rise to the liability during the twelve (12) months preceding the first event out of which the liability arose. Customer's payment obligations under Sections 10.1 (Fees) and 10.2 (Taxes) are not limited by this Section 14.2.

14.3. Excluded Claims. "Excluded Claims" means: (a) Customer's breach of Section 2.2 (Restrictions) or Section 6 (Customer Obligations), (b) either party's breach of Section 16 (Confidentiality) but excluding claims relating to Customer Data or Customer Materials, or (c) amounts payable to third parties under Atlassian's obligations in Section 15 (Indemnification by Atlassian).

14.4. Special Claims. For Special Claims, Atlassian's aggregate liability under this Agreement will be the lesser of: (a) two times (2x) the amounts paid to Atlassian for

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PURPOSE.

15. Indemnification by Atlassian

15.1. **IP Indemnification.** Atlassian must: (a) defend Customer from and against any third-party claim to the extent alleging that the Products, when used by Customer as authorized by this Agreement, infringe any intellectual property right of a third party (an “**Infringement Claim**”), and (b) indemnify and hold harmless Customer against any damages, fines or costs finally awarded by a court of competent jurisdiction (including reasonable attorneys’ fees) or agreed in settlement by Atlassian resulting from an Infringement Claim.

15.2. **Procedures.** Atlassian’s obligations in Section 15.1 (IP Indemnification) are subject to Customer providing Atlassian: (a) sufficient notice of the Infringement Claim so as to not prejudice Atlassian’s defense of the Infringement Claim, (b) the exclusive right to control and direct the investigation, defense and settlement of the Infringement Claim, and (c) all reasonably requested cooperation, at Atlassian’s expense for reasonable out-of-pocket expenses. Customer may participate in the defense of an Infringement Claim with its own counsel at its own expense.

15.3. **Settlement.** Customer may not settle an Infringement Claim without Atlassian’s prior written consent. Atlassian may not settle an Infringement Claim without Customer’s prior written consent if settlement would require Customer to admit fault or take or refrain from taking any action (other than relating to use of the Products).

15.4. Mitigation. In response to an actual or potential Infringement Claim. Atlassian

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in, any unsupported release of the Software Products or Cloud Services, or (a) third Party Products, Customer Data or Customer Materials.

15.6. Exclusive Remedy. This Section 15 (Indemnification by Atlassian) sets out Customer's exclusive remedy and Atlassian's entire liability regarding infringement of third-party intellectual property rights.

16. Confidentiality.

16.1. Definition. “**Confidential Information**” means information disclosed by one party to the other under or in connection with this Agreement that: (a) is designated by the disclosing party as proprietary or confidential, or (b) should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Atlassian’s Confidential Information includes any source code and technical or performance information about the Products. Customer’s Confidential Information includes Customer Data and Customer Materials.

16.2. Obligations. Unless expressly permitted by the disclosing party in writing, the receiving party must: (a) hold the disclosing party’s Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement, and (b) only use such Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose such Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Atlassian, the subcontractors referenced in Section 20.11 (Subcontractors and Affiliates)), provided the receiving party remains responsible for their compliance with this Section 16 (Confidentiality) and they agree to be bound by the terms of this Agreement.

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permitted by law, it notifies the disclosing party in advance and cooperates, at the disclosing party's cost, in any reasonable effort to obtain confidential treatment.

16.4. Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or anticipated breach of this Section 16 (Confidentiality).

17. Free or Beta Products

17.1. Access. Customer may receive access to certain Products or Product features on a free, fully discounted or trial basis, or as an alpha, beta or early access offering (“**Free or Beta Products**”). Use of Free or Beta Products is subject to this Agreement and any additional terms specified by Atlassian, such as the applicable scope and term of use.

17.2. Termination or Modification. At any time, Atlassian may terminate or modify Customer's use of (including applicable terms) Free or Beta Products or modify Free or Beta Products, without any liability to Customer. For modifications to Free or Beta Products or Customer's use, Customer must accept those modifications to continue accessing or using the Free or Beta Products.

17.3. Pre GA. Free or Beta Products may be inoperable, incomplete or include errors and bugs or features that Atlassian may never release, and their features and performance information are Atlassian's Confidential Information.

17.4. Disclaimer. **Notwithstanding anything else in this Agreement, to the maximum**

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materials. Atlassian will promptly stop doing so upon Customer request to <https://www.atlassian.com/company/contact/general-inquiries#/>.

20. General Terms

20.1. Compliance with Laws. Each party must comply with all Laws applicable to its business in its performance of obligations or exercise of rights under this Agreement.

20.2. Code of Conduct. Atlassian must comply with its Code of Conduct in its performance of obligations or exercise of rights under this Agreement.

20.3. Assignment.

(a) Customer may not assign or transfer any of its rights or obligations under this Agreement or an Order without Atlassian's prior written consent. However, Customer may assign this Agreement in its entirety (including all Orders) to its successor resulting from a merger, acquisition, or sale of all or substantially all of Customer's assets or voting securities, provided that Customer provides Atlassian with prompt written notice of the assignment and the assignee agrees in writing to assume all of Customer's obligations under this Agreement and complies with Atlassian's procedural and documentation requirements to give effect to the assignment.

(b) Any attempt by Customer to transfer or assign this Agreement or an Order, except as expressly authorized above, will be null and void.

(c) Atlassian may assign its rights and obligations under this Agreement (in whole or

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(b) This Agreement will be governed by such laws without regard to conflicts of laws provisions, and both parties submit to the personal jurisdiction of the applicable courts. The United Nations Convention on the International Sale of Goods does not apply to this Agreement.

20.5. Notices.

(a) Except as specified elsewhere in this Agreement, notices under this Agreement must be in writing and are deemed given on: (i) personal delivery, (ii) when received by the addressee if sent by a recognized overnight courier with receipt request, (iii) the third business day after mailing, or (iv) the first business day after sending by email, except that email will not be sufficient for notices regarding Infringement Claims, alleging breach of this Agreement by Atlassian, or of Customer's termination of this Agreement in accordance with Section 12.3 (Termination for Cause).

(b) Notices to Atlassian must be provided according to the details provided at <https://www.atlassian.com/legal#how-do-i-provide-legal-notices-to-atlassian>, as may be updated from time to time

(c) Notices to Customer must be provided to the billing or technical contact provided to Atlassian, which may be updated by Customer from time to time in Customer's account portal. However, Atlassian may provide general or operational notices via email, on its website or through the Products. Customer may subscribe to receive email notice of updates to this Agreement, as described at

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Conditions, available at <https://www.atlassian.com/legal>. These other offerings include training services, developer tools and the Atlassian Marketplace. For clarity, this Agreement controls over any such terms and conditions with respect to Customer's use of the Products (including any Atlassian Apps).

20.8. Interpretation, Waivers and Severability. In this Agreement, headings are for convenience only and “including” and similar terms are to be construed without limitation. Waivers must be granted in writing and signed by the waiving party’s authorized representative. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

20.9. Changes to this Agreement.

(a) Atlassian may modify this Agreement (which includes the Policies, Product-Specific Terms and DPA) from time to time, by posting the modified portion(s) of this Agreement on Atlassian’s website. Atlassian must use commercially reasonable efforts to post any such modification at least thirty (30) days prior to its effective date.

(b) For free subscriptions, modifications become effective during the then current Subscription Term, in accordance with Atlassian’s notice.

(c) For paid subscriptions:

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~~SECTION 20.7(c), WITHIN THIRTY (30) DAYS OF THE TERMINATION NOTICE, AND ATLASSIAN WILL REFUND ANY PRE-PAID FEES FOR THE TERMINATED PORTION OF THE APPLICABLE SUBSCRIPTION TERM.~~

20.10. Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control and occurring without that party's fault or negligence.

20.11. Subcontractors and Affiliates. Atlassian may use subcontractors or its Affiliates in the performance of its obligations under this Agreement, but Atlassian remains responsible for its overall performance under this Agreement and for having appropriate written agreements in place with its subcontractors to enable Atlassian to meet its obligations under this Agreement.

20.12. Independent Contractors. The parties are independent contractors, not agents, partners or joint venturers.

20.13. Export Restrictions. The Products may be subject to U.S. export restrictions and import restrictions of other jurisdictions. Customer must comply with all applicable export and import Laws in its access to, use of, and download of the Products or any content or records entered into the Products. Customer must not (and must not allow anyone else to) export, re-export, transfer or disclose the Products or any direct product of the Products: (a) to (or to a national or resident of) any U.S. embargoed jurisdiction, (b) to anyone on any U.S. or applicable non-U.S. restricted- or denied-party list, or (c) to any party that Customer has reason to know will use the Products in

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21. Definitions

“Acceptable Use Policy” means Atlassian’s acceptable use policy available at <https://www.atlassian.com/legal/acceptable-use-policy>.

“Advisory Services” means advisory services as described in the Advisory Services Policy.

“Advisory Services Policy” means Atlassian’s advisory services policy available at <https://www.atlassian.com/legal/advisory-services-policy>.

“Affiliate” means an entity that, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party, where “ownership” means the beneficial ownership of more than fifty percent (50%) of an entity’s voting equity securities or other equivalent voting interests and “control” means the power to direct the management or affairs of an entity.

“Agreement” means this Atlassian Customer Agreement, as well as the Product-Specific Terms, the DPA and the Policies.

“AI Offerings” means AI Offerings as described in the AI Terms.

“AI Terms” means the Atlassian AI terms available at <https://www.atlassian.com/legal/ai-terms>.

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“Customer Data” means any data, content or materials provided to Atlassian by or at the direction of Customer or its Users via the Cloud Products, including from Third-Party Products.

“Customer Materials” means materials and other resources that Customer provides to Atlassian in connection with Support or Advisory Services.

“Documentation” means Atlassian’s usage guidelines and standard technical documentation for the applicable Product, available at <https://support.atlassian.com/>, unless otherwise specified in the Product-Specific Terms.

“DPA” means the Atlassian data processing addendum available at <https://www.atlassian.com/legal/data-processing-addendum>.

“Laws” means all applicable laws, regulations, conventions, decrees, decisions, orders, judgments, codes and requirements of any government authority (federal, state, local or international) having jurisdiction.

“Order” means Atlassian’s ordering document, online sign-up or other ordering process that Atlassian enables specifying the Products, Support or Advisory Services to be provided under this Agreement, accepted by Atlassian in accordance with Section 9 (Ordering Process and Delivery).

“Policies” means the Acceptable Use Policy, Advisory Services Policy, guidelines for

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available at <https://www.atlassian.com/legal/product-terms>, including the AI Terms.

“Reseller” means a partner authorized by Atlassian to resell Atlassian’s Products, Support and Advisory Services to customers

“Scope of Use” means Customer’s entitlements to the Products. Such entitlements may be based on: (a) number of licenses, copies or instances, (b) entity, division, business unit, website, or field of use, (c) number and type of Users, (d) number of queries, requests or other usage-based subscription units, or (e) other restrictions or billable units.

“Security Measures” means Atlassian’s security practices available at <https://www.atlassian.com/legal/security-measures>.

“Service Level Agreement” means the service level commitments, if any, for a Cloud Product as described at <https://www.atlassian.com/legal/sla>.

“Software Products” means Atlassian’s installed software products and any generally-available bug fixes, updates and upgrades it provides to Customer, including through Support.

“Subscription Term” means the term for Customer’s use of or access to the Products and related Support and Advisory Services as identified in an Order.

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agents, (iii) third parties with whom Customer or its Affiliates transact business, (iv) individuals invited by Customer's users, (iv) individuals under managed accounts, or (v) individuals interacting with a Product as Customer's customer.

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