

Atlassian Data Processing Addendum

This Data Processing Addendum ("DPA") amends the terms and forms part of the Agreement (defined below) by and between the customer as identified in the Agreement ("Customer") and the applicable Atlassian entity from which Customer is purchasing Cloud Products ("Atlassian") and will be effective on the later of (i) the effective date of the Agreement; or (ii) the date both parties execute this DPA in accordance with Section 1 below ("Effective Date"). All capitalized terms not defined in this DPA have the meanings set forth in the Agreement.

1. Instructions and Effectiveness

- 1.1.** This DPA has been pre-signed on behalf of Atlassian. To enter into this DPA, Customer must:
 - (a) be a customer of the Cloud Products;
 - (b) complete the signature block below by signing and providing all relevant information; and
 - (c) submit the completed and signed DPA to Atlassian.
- 1.2.** This DPA will only be effective (as of the Effective Date) if executed and submitted to Atlassian accurately and in full accordance with Section 1. Where Customer makes any deletions or other revisions to this DPA, this DPA will be null and void.
- 1.3.** Customer signatory represents to Atlassian that he or she has the legal authority to bind Customer and is lawfully able to enter into this DPA.

2. Data Protection

- 2.1.** **Definitions:** In this DPA, the following terms have the following meanings:

- (a) "**Agreement**" means the contract in place between Customer and Atlassian in connection with the purchase of Cloud Products by Customer.
- (b) "**Applicable Data Protection Law**" means U.S. Data Protection Law and European Data Protection Law that are applicable to the processing of personal data under this DPA.
- (c) "**controller**", "**processor**", "**data subject**", "**personal data**" and "**processing**" (and "**process**") have the meanings given in European Data Protection Law.
- (d) "**Customer Personal Data**" means any personal data provided by (or on behalf of) Customer to Atlassian in connection with the Services, all as further described in Exhibit A, Annex 1(B), Part A of this DPA.
- (e) "**End Users**" or "**Users**" means an individual the Customer permits or invites to use the Cloud Products. For the avoidance of doubt: (a) individuals invited by End Users, (b) individuals under managed accounts, and (c) individuals interacting with a Cloud Product as Customer's customers are also considered End Users.
- (f) "**Europe**" means for the purposes of this DPA, the Member States of the European Economic Area ("EEA"), the United Kingdom ("UK") and Switzerland.
- (g) "**European Data Protection Law**" means: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("**EU GDPR**"); (ii) in respect of the United Kingdom the Data Protection Act 2018 and the EU GDPR as saved into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 ("**UK Data Protection Law**"); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iv) the Swiss Federal Data Protection Act and its implementing regulations ("**Swiss DPA**"), in each case as may be amended, superseded or replaced from time to time.
- (h) "**Privacy Shield Principles**" means the Privacy Shield Principles (as supplemented by the Supplemental Principles) contained in Annex II to the European Commission Decision C(2016)4176 of 12 July 2016 (as may be amended, superseded or replaced).
- (i) "**Restricted Transfer**" means a transfer (directly or via onward transfer) of personal data that is subject to European Data Protection Law to a country outside Europe that is not subject to an adequacy decision by the European Commission, or the competent UK or Swiss authorities (as applicable).

- (j) "**Security Incident**" means any confirmed breach of security that leads to the accidental, or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Personal Data processed by Atlassian and/or its Sub-processors in connection with the provision of the Service. For the avoidance of doubt, "Security Incident" does not include unsuccessful attempts or activities that do not compromise the security of personal data, including unsuccessful login attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.
 - (k) "**Services**" means the provision of the Cloud Products by Atlassian to Customer pursuant to the Agreement.
 - (l) "**special categories of personal data**" or "**sensitive data**" means any Customer Personal Data (i) revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, (ii) that is genetic data, biometric data processed for the purposes of uniquely identifying a natural person, data concerning health, or data concerning a natural person's sex life or sexual orientation, and (iii) relating to criminal convictions and offences.
 - (m) "**Standard Contractual Clauses**" or "**EU SCCs**" means the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.
 - (n) "**Sub-processor**" means any processor engaged by Atlassian to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA where such entity processes Customer Personal Data. Sub-processors may include Atlassian's affiliates or other third parties.
 - (o) "**UK Addendum**" means the International Data Transfer Addendum (version B1.0) issued by the Information Commissioner's Office under S119(A) of the UK Data Protection Act 2018, as may be amended, superseded, or replaced from time to time.
 - (p) "**U.S. Data Protection Law**" means those data protection or privacy laws and regulations within the United States, including the California Consumer Privacy Act (as amended) (the "**CCPA**"), including as modified by the California Privacy Rights Act of 2020 (the "**CPRA**"), upon the CPRA's enforcement date of July 1, 2023, as applicable to Customer Personal Data.
- 2.2. *Relationship of the parties:*** Where Applicable Data Protection Law provides for the roles of "controller," "processor," and "sub-processor":
- (a) Where Atlassian processes Customer Personal Data on behalf of Customer in connection with the Services, Atlassian will process such personal data as a processor or Sub-processor on behalf of Customer (who, in turn, processes such personal data as a controller or processor) and this DPA will apply accordingly. A description of such processing is set out in Exhibit A, Annex 1(B), Part A.
 - (b) Where Atlassian processes personal data as a controller, as further detailed in Exhibit A, Annex 1(B), Part B, Atlassian will process such personal data in compliance with Applicable Data Protection Law and only for the purposes that are compatible with those described in Exhibit A, Annex 1(B), Part B. For these purposes, only Sections 2.3 and 2.6 of this DPA will apply, to the extent applicable.
- 2.3. *Description of Processing:*** A description of the processing of personal data related to the Services, as applicable, is set out in Exhibit A. Atlassian may update the descriptions of processing from time to time to reflect new products, features or functionality comprised within the Services. Atlassian will update relevant documentation to reflect such changes. The Customer can subscribe to receive notifications regarding such updates using this link: <https://www.atlassian.com/trust/privacy/latest-updates>.
- 2.4. *Customer Processing of Personal Data:*** Customer agrees that (i) it will comply with its obligations under Applicable Data Protection Law in its processing of Customer Personal Data and any processing instructions it issues to Atlassian, and (ii) it has provided notice and obtained (or will obtain) all consents and rights necessary under Applicable Data Protection Law for Atlassian to process personal data (including but not limited to any special categories of personal data) and provide the Services pursuant to the Agreement (including this DPA).
- 2.5. *Atlassian Processing of Personal Data:*** When Atlassian processes Customer Personal Data in its capacity as a processor on behalf of the Customer, Atlassian will process the Customer Personal Data as necessary to perform its obligations under the Agreement, and only in accordance with the documented lawful instructions of Customer (as set forth in the Agreement, in this DPA, or as directed by the Customer or Customer's End Users through the Cloud Products) (the "**Permitted Purpose**"). Atlassian will not retain, use, disclose or otherwise process the Customer Personal Data for any purpose other than the Permitted Purpose except where otherwise required by law(s) that

are not incompatible with Applicable Data Protection Law, and will not “sell” the Customer Personal Data within the meaning of U.S. Data Protection Law. Atlassian will promptly inform Customer if it becomes aware that Customer's processing instructions infringe Applicable Data Protection Law.

2.6. *Restricted transfers:* The parties agree that when the transfer of personal data from Customer (as “data exporter”) to Atlassian (as “data importer”) is a Restricted Transfer and Applicable Data Protection Law requires that appropriate safeguards are put in place, the transfer will be subject to the Standard Contractual Clauses, which are deemed incorporated into and form a part of this DPA, as follows:

- (a) In relation to transfers of Customer Personal Data protected by the EU GDPR and processed in accordance with Section 2.6(a) of this DPA, the EU SCCs will apply, completed as follows:
 - i. Module Two or Module Three will apply (as applicable);
 - ii. in Clause 7, the optional docking clause will not apply;
 - iii. in Clause 9, Option 2 will apply, and the time period for prior notice of Sub-processor changes will be as set out in Section 2.10 of this DPA;
 - iv. in Clause 11, the optional language will not apply;
 - v. in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;
 - vi. in Clause 18(b), disputes will be resolved before the courts of Ireland;
 - vii. Annex I of the EU SCCs is deemed completed with the information set out in Exhibit A to this DPA, as applicable; and
 - viii. Subject to Section 2.8 of this DPA, Annex II of the EU SCCs is deemed completed with the information set out in Exhibit B to this DPA;
- (b) In relation to transfers of personal data protected by the EU GDPR and processed in accordance with Section 2.2(b) of this DPA, the EU SCCs apply, completed as follows:
 - i. Module One will apply;
 - ii. in Clause 7, the optional docking clause will not apply;
 - iii. in Clause 11, the optional language will not apply;
 - iv. in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;
 - v. in Clause 18(b), disputes will be resolved before the courts of Ireland;
 - vi. Annex I of the EU SCCs is deemed completed with the information set out in Exhibit A to this DPA, as applicable; and
 - vii. Subject to Section 2.8 of this DPA, Annex II of the EU SCCs is deemed completed with the information set out in Exhibit B to this DPA;
- (c) In relation to transfers of personal data protected by UK Data Protection Law, the EU SCCs: (i) apply as completed in accordance with paragraphs (a) and (b) above; and (ii) are deemed amended as specified by the UK Addendum, which is deemed executed by the parties and incorporated into and forming an integral part of this DPA. In addition, Tables 1 to 3 in Part 1 of the UK Addendum is deemed completed respectively with the information set out in Section 2.9, as well as Exhibits A and B of this DPA; Table 4 in Part 1 is deemed completed by selecting “neither party.” Any conflict between the terms of the EU SCCs and the UK Addendum will be resolved in accordance with Section 10 and Section 11 of the UK Addendum.
- (d) In relation to transfers of personal data protected by the Swiss DPA, the EU SCCs will also apply in accordance with paragraphs (a) and (b) above, with the following modifications:
 - i. any references in the EU SCCs to “Directive 95/46/EC” or “Regulation (EU) 2016/679” will be interpreted as references to the Swiss DPA, and references to specific Articles of “Regulation (EU) 2016/679” will be replaced with the equivalent article or section of the Swiss DPA;
 - ii. references to “EU”, “Union”, “Member State” and “Member State law” will be interpreted as references to Switzerland and Swiss law, as the case may be, and will not be interpreted in such a way as to exclude

data subjects in Switzerland from exercising their rights in their place of habitual residence in accordance with Clause 18(c) of the EU SCCs;

- iii. Clause 13 of the EU SCCs and Part C of Annex 1 are modified to provide that the Federal Data Protection and Information Commissioner ("FDPIC") of Switzerland will have authority over data transfers governed by the Swiss DPA. Subject to the foregoing, all other requirements of Clause 13 will be observed;
 - iv. references to the "competent supervisory authority" and "competent courts" will be interpreted as references to the FDPIC and competent courts in Switzerland;
 - v. in Clause 17, the EU SCCs will be governed by the laws of Switzerland; and
 - vi. Clause 18(b) states that disputes will be resolved before the applicable courts of Switzerland.
- (e) It is not the intention of either party to contradict or restrict any of the provisions set forth in the Standard Contractual Clauses and, accordingly, if and to the extent the Standard Contractual Clauses conflict with any provision of the Agreement (including this DPA), the Standard Contractual Clauses prevail to the extent of such conflict;
- (f) Although Atlassian does not rely on the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks ("Privacy Shield") as a legal basis for transfers of personal data in light of the judgment of the Court of Justice of the EU in Case C-311/18, for so long as Atlassian US, Inc. and its covered entities are self-certified to the Privacy Shield Atlassian will continue to process personal data in accordance with the Privacy Shield Principles. Atlassian will promptly notify Customer if it makes a determination that Atlassian can no longer meet its obligations under the Privacy Shield Principles; and
- (g) If Atlassian adopts an alternative data export mechanism (including any new version of or successor to the Standard Contractual Clauses or Privacy Shield adopted pursuant to Applicable Data Protection Law) for the transfer of personal data not described in this DPA ("Alternative Transfer Mechanism"), the Alternative Transfer Mechanism will apply instead of any applicable transfer mechanism described in this DPA (but only to the extent such Alternative Transfer Mechanism complies with Applicable Data Protection Law and extends to the territories to which personal data is transferred). The Customer can subscribe to receive notifications regarding such updates using this link: <https://www.atlassian.com/trust/privacy/latest-updates>.
- 2.7. Confidentiality of processing:** Atlassian must ensure that any person that it authorizes to process Customer Personal Data (including Atlassian's staff, agents and Sub-processors) will be subject to a duty of confidentiality (whether a contractual duty or a statutory duty), and must not permit any person to process Customer Personal Data who is not under such a duty of confidentiality.
- 2.8. Security:** Atlassian and, to the extent required under the Agreement, Customer must implement appropriate technical and organizational measures in accordance with Applicable Data Protection Law (e.g., Art. 32 GDPR) to protect Customer Personal Data from Security Incidents and to preserve the security and confidentiality of the Customer Personal Data. Atlassian's current technical and organizational measures are described in Exhibit B ("Security Measures"). Customer acknowledges that the Security Measures are subject to technical progress and development and that Atlassian may update or modify the Security Measures from time to time, provided that such updates and modifications do not degrade or diminish the overall security of the Services.
- 2.9. Sub-processing:** Customer agrees that Atlassian may engage Sub-processors to process Customer Personal Data on Customer's behalf. The Sub-processors currently engaged by Atlassian and authorized by Customer are listed at <https://www.atlassian.com/legal/sub-processors>. Atlassian will: (i) enter into a written agreement with each Sub-processor imposing data protection terms that require the Sub-processor to protect the Customer Personal Data to the standard required by Applicable Data Protection Law (and in substance, to the same standard provided by this DPA); and (ii) remain liable to Customer if such Sub-processor fails to fulfill its data protection obligations with regard to the relevant processing activities under Applicable Data Protection Law.
- 2.10. Changes to Sub-processors:** Atlassian must (i) make available an up-to-date list of the Sub-processors it has appointed upon written request from Customer; and (ii) notify Customer if it adds any new Sub-processors at least fourteen (14) days' prior to allowing such Sub-processor to process Customer Personal Data. Customer must subscribe to receive notice of updates to the list of Sub-processors, using the link in Section 2.9. Customer may object in writing to Atlassian's appointment of a new Sub-processor within five (5) calendar days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such an event, the parties will discuss such concerns in good faith with a view to achieving resolution. If the parties are not able to

achieve resolution, Customer, as its sole and exclusive remedy, may terminate the applicable Order(s) or parts of the Service provided by the Sub-processor in question for convenience.

2.11. Cooperation obligations and data subjects' rights:

- (a) Taking into account the nature of the processing, Atlassian must provide reasonable and timely assistance to Customer (at Customer's expense) to enable Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, to rectification, to erasure, to restriction, to objection, and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party, in each case in respect of Customer Personal Data that Atlassian processes on Customer's behalf;
- (b) In the event that any request, correspondence, enquiry or complaint (referred to under paragraph (a) above) is made directly to Atlassian, Atlassian acting as a processor will not respond to such communication directly without Customer's prior authorization, unless legally required to do so, and instead, after being notified by Atlassian, Customer may respond. If Atlassian is legally required to respond to such a request, Atlassian will promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so; and
- (c) To the extent Atlassian is required under Applicable Data Protection Law, Atlassian will (at Customer's request and expense) provide reasonably requested information regarding the Services to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities, taking into account the nature of processing and the information available to Atlassian.

2.12. Security incidents: Upon becoming aware of a Security Incident, Atlassian will inform Customer without undue delay and provide timely information (taking into account the nature of processing and the information available to Atlassian) relating to the Security Incident as it becomes known or as is reasonably requested by Customer to allow Customer to fulfill its data breach reporting obligations under Applicable Data Protection Law. Atlassian will further take reasonable steps to contain, investigate, and mitigate the effects of the Security Incident. Atlassian's notification of or response to a Security Incident in accordance with this Section 2.12 will not be construed as an acknowledgment by Atlassian of any fault or liability with respect to the Security Incident.

2.13. Deletion or return of Data: Upon written request from Customer, Atlassian will delete or return to Customer all Customer Personal Data (including copies) processed on behalf of the Customer in compliance with the procedures and retention periods outlined in the DPA, Cloud Product Specific Terms or Trust Center; this requirement does not apply to the extent Atlassian is required by applicable law to retain some or all of the Customer Personal Data, or to Customer Personal Data it has archived on back-up systems, which Customer Personal Data Atlassian will securely isolate and protect from any further processing, as further detailed in Exhibit A, Annex 1(B), Part A.

2.14. Audit:

- (a) Customer acknowledges that Atlassian is regularly audited by independent third-party auditors and/or internal auditors including as may be described from time to time at <https://www.atlassian.com/trust/compliance>. Upon request, and on the condition that Customer has entered into an applicable non-disclosure agreement with Atlassian, Atlassian must:
 - i. supply (on a confidential basis) a summary copy of its audit report(s) ("Report") to Customer, so Customer can verify Atlassian's compliance with the audit standards against which it has been assessed, and this DPA; and
 - ii. provide written responses (on a confidential basis) to all reasonable requests for information made by Customer related to its Processing of Customer Personal Data, including responses to information security and audit questionnaires, that are necessary to confirm Atlassian's compliance with this DPA, provided that Customer cannot exercise this right more than once per calendar year.
- (b) Only to the extent Customer cannot reasonably satisfy Atlassian's compliance with this DPA through the exercise of its rights under Section 2.14(a) above, where required by Applicable Data Protection Law or the Standard Contractual Clauses, Customer and its authorized representatives may conduct audits (including inspections) during the term of the Agreement to establish Atlassian's compliance with the terms of this DPA, on the condition that Customer and its authorized representatives have entered into an applicable non-disclosure agreement with Atlassian. Notwithstanding the foregoing, any audit (or inspection) must be conducted during Atlassian's regular business hours, with reasonable advance notice (which may not be less than 45 calendar days) and subject to reasonable confidentiality procedures. Such audit (or inspection) may

not require Atlassian to disclose to Customer or its authorized representatives, or to allow Customer or its authorized representatives to access:

- i. any data or information of any other Atlassian customer (or such customer's End Users);
 - ii. any Atlassian internal accounting or financial information;
 - iii. any Atlassian trade secret;
 - iv. any information that, in Atlassian's reasonable opinion, could: (1) compromise the security of Atlassian systems or premises; or (2) cause Atlassian to breach its obligations under Applicable Data Protection Law or its security, confidentiality and or privacy obligations to any other Atlassian customer or any third party; or
 - v. any information that Customer or its authorized representatives seek to access for any reason other than the good faith fulfillment of Customer's obligations under the Applicable Data Protection Law and Atlassian's compliance with the terms of this DPA.
- (c) An audit or inspection permitted in compliance with Section 2.14(b) will be limited to once per calendar year, unless (1) Atlassian has experienced a Security Incident within the prior twelve (12) months which has impacted Customer Personal Data; or (2) Customer is able to evidence an incidence of Atlassian's material noncompliance with this DPA.

2.15. *Law enforcement:* If a law enforcement agency sends Atlassian a demand for Customer Personal Data (e.g., a subpoena or court order), Atlassian will attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, Atlassian may provide Customer's contact information to the law enforcement agency. If compelled to disclose Customer Personal Data to a law enforcement agency, then Atlassian will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy to the extent Atlassian is legally permitted to do so.

2.16. *Third party integrations and visibility.* Through use of the Cloud Products and certain features thereof, as further described in the Agreement and Documentation, Customer or Customer's End Users, as applicable, may elect to grant third parties (for example, third party apps, or the Atlassian Community) visibility to data or content (which may include Customer Personal Data). Customer understands that user profile information for the Cloud Products may become publicly visible. Atlassian may make Customer's data or content (which may include personal data) visible to third parties consistent with this paragraph, as instructed by Customer or Customer's End Users through the Cloud Products and relevant functionalities.

3. Relationship with the Agreement

- 3.1.** The parties agree that this DPA replaces and supersedes any existing DPA the parties may have previously entered into in connection with the Services.
- 3.2.** Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA will prevail to the extent of that conflict in connection with the processing of Customer Personal Data. If there is any conflict between the Standard Contractual Clauses and the Agreement (including this DPA), the Standard Contractual Clauses will prevail to the extent of that conflict in connection with the processing of Customer Personal Data governed under the Standard Contractual Clauses.
- 3.3.** Notwithstanding anything to the contrary in the Agreement or this DPA, the liability of each party and each party's affiliates under this DPA is subject to the exclusions and limitations of liability set out in the Agreement.
- 3.4.** Any claims against Atlassian or its affiliates under this DPA can only be brought by the Customer entity that is a party to the Agreement against the Atlassian entity that is a party to the Agreement. In no event will this DPA or any party restrict or limit the rights of any data subject or of any competent supervisory authority.
- 3.5.** This DPA will be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by Applicable Data Protection Law.
- 3.6.** This DPA and the Standard Contractual Clauses will terminate simultaneously and automatically upon deletion by Atlassian of the Customer Personal Data processed on behalf of the Customer, in accordance with Section 2.13 of this DPA.

**Customer Signatures**

CUSTOMER	Customer name (Required): _____
	Address: _____
	Signature (Required): _____
	Name (Required): _____
	Title (Optional): _____
	Date (Required): _____
	EU Representative (Required only where applicable): _____
	Contact details: _____
	Data Protection Officer (Required only where applicable): _____
Contact details: _____	

ATLASSIAN Signatures

Notwithstanding the signatures below of any other Atlassian Entity, an Atlassian Entity is not a party to this Addendum unless they are a party to the Agreement for the provision of the Cloud Products to the Customer. Where the Cloud Products are provided under an Agreement with Atlassian Pty Ltd, Atlassian US, Inc. is also a party to this DPA.

Data Protection Point of Contact: Kelly Gertridge

Contact Details: dataprotection@atlassian.com

Atlassian PTY Ltd.	Signature: <u>Kelly Gertridge</u> Name: Kelly Gertridge Title: Head of Privacy Date: 1/20/2023
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Atlassian US, Inc.	Signature: <u>Kelly Gertridge</u> Name: Kelly Gertridge Title: Head of Privacy Date: 1/20/2023
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Trello Inc.	Signature: <u>Kelly Gertridge</u> Name: Kelly Gertridge Title: Head of Privacy Date: 1/20/2023
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Dogwood Labs, Inc. (dba Statuspage.io)	Signature: <u>Kelly Gertridge</u> Name: Kelly Gertridge Title: Head of Privacy Date: 1/20/2023
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OpsGenie, Inc.	Signature: <u>Kelly Gertridge</u> Name: Kelly Gertridge Title: Head of Privacy Date: 1/20/2023
Agile Craft LLC	Signature: <u>Kelly Gertridge</u> Name: Kelly Gertridge Title: Head of Privacy Date: 1/20/2023
Halp Inc.	Signature: <u>Kelly Gertridge</u> Name: Kelly Gertridge Title: Head of Privacy Date: 1/20/2023

EXHIBIT A
Description of the Processing Activities / Transfer

Annex 1(A) List of Parties:

Data Exporter	Data Importer
Name: Customer	Name: Atlassian
Address / Email Address: As provided for in the DPA	Address / Email Address: As provided for in the DPA
Contact Person's Name, position, and contact details: As provided for in the DPA	Contact Person's Name, position, and contact details: As provided for in the DPA
Activities relevant to the transfer: See Annex 1(B) below	Activities relevant to the transfer: See Annex 1(B) below
Role: See Annex 1(B)	Role: See Annex 1(B)

Annex 1(B) Description of processing and transfer (as applicable)

The parties acknowledge that Atlassian's processing of personal data will include all personal data submitted or uploaded to the Services by Customer from time to time, for the purposes of, or otherwise in connection with, Atlassian providing the Services to Customer.

Set out below are descriptions of the processing and transfers of personal data as contemplated as of the date of this DPA. Such descriptions are subject to change or may be supplemented pursuant to Section 2.3 of the DPA.

Part A: Description of processing and transfer (as applicable) for Modules 2 and 3 of the Standard Contractual Clauses (reference to Sections 2.2(a) as well as 2.6(a) DPA)

Atlassian cloud account profile (Identity)	
<i>Categories of data subjects</i>	Customer, Customers' employees, Customers' collaborators, as well as all relevant End Users of the Services on behalf of the Customer.
<i>Categories of personal data transferred</i>	<p><i>User Account Information, for example:</i></p> <ul style="list-style-type: none"> ● Atlassian identifier associated with user account ● About Me ● Avatar Image and URL ● Full name ● Email address ● Time zone <p><i>Employment Information, for example:</i></p> <ul style="list-style-type: none"> ● Job title / role ● Office / location ● Company/organization
<i>Sensitive data transferred?</i>	None
<i>Frequency of the transfer</i>	Continuous
<i>Nature of the processing</i>	Providing the Services, including maintaining and displaying user profiles during collaboration, authentication of users, and managing access control as well as user permissions.
<i>Purpose of the data transfer</i>	Providing the Services, including allowing the collaboration and maintaining proper access controls and user permissions.
<i>Duration of processing</i>	Data will be deleted 15 days (for evaluation sites) or 60 days (for paid subscription sites) after Customer has been unsubscribed due to missed payment for an Atlassian product subscription or if Customer cancels their Atlassian product subscription. For more information see https://support.atlassian.com/security-and-access-policies/docs/track-storage-and-move-data-across-products/

Jira Software Cloud, Confluence Cloud	
<i>Categories of data subjects</i>	Customer, Customers' employees, Customers' collaborators, as well as all relevant End Users of the Services on behalf of the Customer.
<i>Categories of personal data transferred</i>	<p><i>User Account Information, for example:</i></p> <ul style="list-style-type: none"> ● Atlassian identifier associated with user account ● About Me ● Avatar Image and URL ● Full name ● Email address ● Time zone <p><i>Employment Information, for example:</i></p> <ul style="list-style-type: none"> ● Job title / role ● Office / location ● Company/organization <p><i>Personal data included in user generated content.</i></p>
<i>Sensitive data transferred?</i>	None
<i>Frequency of the transfer</i>	Continuous
<i>Nature of the processing</i>	<p>Providing the Services, including but not limited to the following features:</p> <ul style="list-style-type: none"> ● Import/export issues, pages and records ● Track projects ● Search content ● Create and edit pages ● Save and store files ● Display profiles ● Provide user alerts and messages
<i>Purpose of the data transfer</i>	<p>Providing the Services, including but not limited to:</p> <ul style="list-style-type: none"> ● User and team communication ● File sharing ● Media management ● Search ● Content publishing ● Third-party integration
<i>Duration of processing</i>	<p>Upon termination, Customer accounts are deactivated within 15 days (for monthly subscriptions) and 17 days (for annual subscriptions) after the end of the Customer's current subscription period. Atlassian retains data for deactivated products for 15 days (for evaluation licenses) or 60 days (for Free, Standard, and Premium product plans) after the end of the Customer's current subscription period. Upon deletion, an archive of the data is kept for an additional 30 days.</p>

Jira Service Management (JSM) / Jira Work Management (JWM) (Also see section for Ops Genie, which is integrated into JSM and JWM)	
<i>Categories of data subjects</i>	Customer, Customers' employees, Customers' collaborators, as well as all relevant End Users of the Services on behalf of the Customer.
<i>Categories of personal data transferred</i>	<p><i>User Account Information, for example:</i></p> <ul style="list-style-type: none"> ● Atlassian identifier associated with user account ● About Me ● Avatar Image and URL ● Full name ● Email address ● Time zone <p><i>Personal Identification, for example:</i></p> <ul style="list-style-type: none"> ● IP address ● Language setting ● Location/ Region/ City ● Phone numbers ● Screen name/ Handle/ Nickname <p><i>Employment Information, for example:</i></p> <ul style="list-style-type: none"> ● Job title / role ● Office / location ● Company/organization <p><i>Personal data included in user generated content</i></p>
<i>Sensitive data transferred?</i>	None
<i>Frequency of the transfer</i>	Continuous
<i>Nature of the processing</i>	<p>Providing the Services, including but not limited to following features:</p> <ul style="list-style-type: none"> ● Import/export issues and records ● Tracking activity ● Search content ● Create / edit pages and content ● Save and store files ● Display profiles ● Admin controls ● Provide user alerts and messages
<i>Purpose of the data transfer</i>	<p>Providing the Services, including but not limited to:</p> <ul style="list-style-type: none"> ● User and team communication ● Account and login management ● File sharing ● Media management ● Search ● Content publishing ● Third party integration
<i>Duration of processing</i>	Upon termination of service, Customer accounts are deactivated within 15 days (for monthly subscriptions) and 17 days (for annual subscriptions) after the end of the Customer's current subscription period. Atlassian retains data for deactivated products for 15 days (for evaluation licenses) or 60 days (for Free, Standard, and Premium product plans) after the end of the Customer's current subscription period. Upon deletion, an archive of the data is kept for an additional 30 days.

Bitbucket Cloud	
<i>Categories of data subjects</i>	Customer, Customers' employees, Customers' collaborators, as well as all relevant End Users of the Services on behalf of the Customer.
<i>Categories of personal data transferred</i>	<p><i>User Account Information, for example:</i></p> <ul style="list-style-type: none"> ● Atlassian identifier associated with user account ● About Me ● Avatar Image and URL ● Full name ● Email address ● Time zone ● Bitbucket ID <p><i>Personal Identification, for example:</i></p> <ul style="list-style-type: none"> ● IP address ● Language setting ● Location/ Region/ City ● Phone numbers ● Screen name/ Handle/ Nickname <p><i>Employment Information, for example:</i></p> <ul style="list-style-type: none"> ● Job title / role ● Office / location ● Company/Organization <p><i>Personal data included in user generated content</i></p>
<i>Sensitive data transferred?</i>	None
<i>Frequency of the transfer</i>	Continuous
<i>Nature of the processing</i>	<p>Providing the Services, including but not limited to following features:</p> <ul style="list-style-type: none"> ● Login/ Sign up ● Display profiles ● Export Repository / Source Code Repositories ● Debugging ● Import/Exports ● Tracking Activity ● Search Query/ Content ● Create/edit pages ● Save/ Store files ● Admin controls / Password Management ● Alerts/ Messages
<i>Purpose of the data transfer</i>	<p>Providing the Services, including but not limited to:</p> <ul style="list-style-type: none"> ● User/Team Communication ● File Sharing ● Media Management ● Search ● Content Publishing ● Account/ Login Management ● Third party integration
<i>Duration of processing</i>	<p>On termination of a Bitbucket Cloud account, and at the request of the Customer, customer data will be removed from the live production database. The team's data will remain in encrypted Bitbucket Cloud database backups until those backups fall out of the 35-day backup retention window and are destroyed in accordance with Bitbucket Cloud's data retention policy.</p> <p>In the event a database restore is necessary within 35 days of a requested data deletion, the Bitbucket Cloud operations team will re-delete the data as soon as reasonably possible after the live production system is fully restored.</p>

Trello	
<i>Categories of data subjects</i>	Customer, Customers' employees, Customers' collaborators, as well as all relevant End Users of the Services on behalf of the Customer."
<i>Categories of personal data transferred</i>	<p><i>User Account Information, for example:</i></p> <ul style="list-style-type: none"> ● Atlassian identifier associated with user account ● About Me ● Avatar Image and URL ● Full Name ● Email address ● Time zone <p><i>Personal Identification, for example:</i></p> <ul style="list-style-type: none"> ● IP address ● Cookie information ● Language setting ● Location/ Region/ City ● Phone numbers ● Screen name/ Handle/ Nickname <p><i>Employment Information, for example:</i></p> <ul style="list-style-type: none"> ● Job title / role ● Office / location ● Company/organization <p><i>Personal data included in user generated content</i></p>
<i>Sensitive data transferred?</i>	None
<i>Frequency of the transfer</i>	Continuous
<i>Nature of the processing</i>	<p>Providing the Services, including but not limited to following features:</p> <ul style="list-style-type: none"> ● Import/export cards and records ● Tracking Activity ● Search Query/ Content ● Create/edit pages & content ● Save/ Store files ● Display profiles ● Admin controls ● Alerts
<i>Purpose of the data transfer</i>	<p>Providing the Services, including but not limited to:</p> <ul style="list-style-type: none"> ● User/Team Communication ● File Sharing ● Media Management ● Search ● Content Publishing ● Account/ Login Management ● 3rd Party Integration
<i>Duration of processing</i>	<p>On termination of a Trello enterprise contract, and at the request of the Customer, the data belonging to the enterprise teams will be completely removed from the live production database and all file attachments uploaded directly to Trello will be removed within 30 days. The team's data will remain in encrypted Trello database backups until those backups fall out of the 90-day backup retention window and are destroyed in accordance with Trello's data retention policy.</p> <p>In the event a database restore is necessary within 90 days of a requested data deletion, the Trello operations team will re-delete the data as soon as reasonably possible after the live production system is fully restored.</p>

Opsgenie	
<i>Categories of data subjects</i>	Customer, Customers' employees, Customers' collaborators, as well as all relevant End Users of the Services on behalf of the Customer.
<i>Categories of personal data transferred</i>	<p><i>User Account Information, for example:</i></p> <ul style="list-style-type: none"> ● Atlassian identifier associated with user account ● About Me ● Avatar Image and URL ● Full Name ● Email address ● Time zone <p><i>Personal Identification, for example:</i></p> <ul style="list-style-type: none"> ● IP address ● Cookie information ● Language setting ● Location/ Region/ City ● Phone numbers ● Screen name/ Handle/ Nickname <p><i>Employment Information, for example:</i></p> <ul style="list-style-type: none"> ● Job title / role ● Office / location ● Company/organization <p><i>Personal data included in user generated content</i></p>
<i>Sensitive data transferred?</i>	None
<i>Frequency of the transfer</i>	Continuous
<i>Nature of the processing</i>	<p>Providing Services, including but not limited to the following features:</p> <ul style="list-style-type: none"> ● Import/export records ● Tracking Activity ● Search Query/ Content ● Create/edit pages & content ● Save/ Store files ● Display profiles ● Admin controls ● Alerts
<i>Purpose of the data transfer</i>	<p>Providing Services, including but not limited to:</p> <ul style="list-style-type: none"> ● User/Team Communication ● Account/ Login Management ● Third Party Integration
<i>Duration of processing</i>	<p>When a configuration item, user, or alert, incident is deleted from Opsgenie, the entity and child data will be deleted by Opsgenie.</p> <p>When a user is deleted from Opsgenie, Audit Logs (Alert Log - Incident Timeline) will still have audit records like "Email notification sent to x@y.com", this is important as part of Incident audit. Customers can delete Alerts & Incident, Alert logs & Incident Timeline will be deleted.</p> <p>Customer Logs visible on the Logs page are immutable, and have a retention of 1 year.</p> <p>Customers can delete data from web applications manually or automatically by using Opsgenie rest api.</p> <p>When paid subscription ends, Customers may contact Atlassian Customer Support so that all data of Customers can be deleted.</p> <p>Legal & Security Auditing reasons: Customer Logs, Data Backup & System Log Archives will be stored as an archive for 1 year, regardless of whether Customer data is fully deleted or not. Archives can not be accessed directly by Customers, access is restricted to Opsgenie authorized employees.</p>

Statuspage	
<i>Categories of data subjects</i>	Customer, Customers' employees, Customers' collaborators, as well as all relevant End Users of the Services on behalf of the Customer.
<i>Categories of personal data transferred</i>	<p><i>User Account Information, for example:</i></p> <ul style="list-style-type: none"> ● Atlassian identifier associated with user account ● About Me ● Avatar Image and URL ● Full name ● Email address ● Time zone ● Phone number ● Company/Organization <p><i>Personal data included in user generated content</i> <i>Browsing information within Admin settings</i></p>
<i>Sensitive data transferred?</i>	None
<i>Frequency of the transfer</i>	Continuous
<i>Nature of the processing</i>	<p>Providing Services, including but not limited to following features:</p> <ul style="list-style-type: none"> ● Login/ Sign up ● Import/export records ● Tracking Activity ● Search Query/ Content ● Create/edit content (incident communication) ● Save/ Store files ● Display profiles ● Admin controls ● Notifications
<i>Purpose of the data transfer</i>	<p>Providing Services, including but not limited to:</p> <ul style="list-style-type: none"> ● Incident communication ● Scheduled maintenances ● Content Publishing ● Account/ Login Management ● Third party integration
<i>Duration of processing</i>	<p>On termination of a Statuspage account, and at the request of the Customer, customer data will be removed from the live production database. The customer data will remain in encrypted Statuspage database backups until those backups fall out of the 30-day backup retention window and are destroyed in accordance with Atlassian's data retention policy.</p> <p>In the event that a database restore is necessary within 30 days of a requested data deletion, the Statuspage operations team will re-delete the data as soon as reasonably possible after the live production system is fully restored.</p>

Jira Align	
<i>Categories of data subjects</i>	Customer, Customers' employees, Customers' collaborators, as well as all relevant End Users of the Services on behalf of the Customer.
<i>Categories of personal data transferred</i>	<p><i>User Account Information, for example:</i></p> <ul style="list-style-type: none"> ● Jira Align ID ● Avatar Image and URL ● Full name ● Email address ● Time zone <p><i>Personal Identification, for example:</i></p> <ul style="list-style-type: none"> ● Screen name/ Handle/ Nickname ● Language setting ● Location/ Region/ City <p><i>Employment Information, for example:</i></p> <ul style="list-style-type: none"> ● Job Title/ Role <p><i>Browsing information on Admin settings</i></p> <p><i>Personal data included in user generated content</i></p>
<i>Sensitive data transferred?</i>	None
<i>Frequency of the transfer</i>	Continuous
<i>Nature of the processing</i>	<p>Providing Services, including but not limited to following features:</p> <ul style="list-style-type: none"> ● Import/export records ● Tracking Activity ● Search Query/ Content ● Create/edit pages ● Save/ Store files ● Display profiles ● Admin controls ● Alerts/ Messages ● Data Warehouse Sync ● Provide Business intelligence for Customer
<i>Purpose of the data transfer</i>	<p>Providing Services, including but not limited to:</p> <ul style="list-style-type: none"> ● User/Team Communication ● File Sharing ● File Storage ● Media Management ● Search ● Content Publishing ● Account/ Login Management ● Business Intelligence feature ● Third party integration
<i>Duration of processing</i>	<p>On termination of a Jira Align Enterprise contract, and at the request of the Customer, the database will be dropped from the live production database. This will be done within the support team service level agreement. The customer data will remain in encrypted Jira Align database backups until those backups fall out of the 35-day backup retention window and are destroyed in accordance with Atlassian's data retention policy.</p> <p>In the event a database restore is necessary within 35 days of a requested data deletion, the Jira Align operations team will re-delete the data as soon as reasonably possible after the live production system is fully restored.</p>

Halp	
<i>Categories of data subjects</i>	Customer, Customers' employees, Customers' collaborators, as well as all relevant End Users of the Services on behalf of the Customer.
<i>Categories of personal data transferred</i>	<p><i>User Account Information, for example:</i></p> <ul style="list-style-type: none"> ● User ID ● Avatar Image and URL ● Full name ● Email address ● Time zone <p><i>Personal Identification, for example:</i></p> <ul style="list-style-type: none"> ● Screen name/ Handle/ Nickname ● Phone number ● IP address <p><i>Employment Information, for example:</i></p> <ul style="list-style-type: none"> ● Job Title/ Role ● Halp role ● Zendesk User ID* ● Zendesk User Role* <p><i>Browsing information on Admin settings</i></p> <p><i>Personal data included in user generated content</i></p> <p>*only if customers integrate with Zendesk</p>
<i>Sensitive data transferred?</i>	None
<i>Frequency of the transfer</i>	Continuous
<i>Nature of the processing</i>	<p>Providing Services, including but not limited to following features:</p> <ul style="list-style-type: none"> ● Use email addresses to map identities ● Display user profiles ● Logging in/Authentication ● Create & update tickets ● Sync data between different platforms (e.g., Sync data primarily from Jira/ Zendesk/ MS Teams) ● Create tickets from email/ web client/ Slack ● Provide user alerts and messages
<i>Purpose of the data transfer</i>	<p>Providing Services, including but not limited to:</p> <ul style="list-style-type: none"> ● User/Team Communication ● File Sharing ● Content Management ● Account/ Login Management ● Third party integration
<i>Duration of processing</i>	<p>At the request of the Customer, the data belonging to the Customer will be completely removed from the live production database and all file attachments uploaded directly to Halp will be removed within 30 days. The team's data will remain in encrypted Halp database backups until those backups fall out of the 90-day backup retention window and are destroyed in accordance with Halp's data retention policy. In the event that a database restore is necessary within 90 days of a requested data deletion, the Halp operations team will re-delete the data as soon as reasonably possible after the live production system is fully restored.</p> <p>In the event that a database restore is necessary within 35 days of a requested data deletion, Halp's operations team will re-delete the data as soon as reasonably possible after the live production system is fully restored.</p>

Part B: Description of processing and transfer (as applicable) for Module 1 of the Standard Contractual Clauses (reference to Sections 2.2(b) as well as 2.6(b) DPA)

All Cloud Products: Atlassian as a controller	
<i>Categories of data subjects</i>	Customer, Customers' employees, Customers' collaborators, as well as all relevant End Users of the Services on behalf of the Customer.
<i>Categories of personal data transferred</i>	<p>Personal data relating to or obtained in connection with the operation, support or use of the Services, e.g.:</p> <p><i>User Account Information</i>, for example pseudonymous Atlassian IDs, Cloud IDs, Site IDs, Tenant ID, Segment Anonymous IDs</p> <p><i>Payment and billing information</i>, to the extent it includes personal data</p> <p><i>Device and connection information</i>, for example:</p> <ul style="list-style-type: none"> ● IP address ● Cookie information ● Device information ● Browser information <p><i>Information on the use of the Services</i>, for example:</p> <ul style="list-style-type: none"> ● Event Name (i.e., what action the user performed) ● Event Timestamp ● Page URL ● Referring URL <p><i>Support data*</i></p> <p>Personal data provided through various Atlassian support channels, including for example Atlassian ID, SEN (Support Entitlement Number), username, contact information and any personal data contained within a summary of the problem experienced or information needed to resolve the support case.</p> <p>* If any user generated content is submitted as attachments via support tickets, Atlassian acts as a processor of such personal data and Sections 2.2(a) as well as 2.6(a) DPA apply accordingly.</p>
<i>Sensitive data transferred?</i>	None
<i>Frequency of the transfer</i>	Continuous
<i>Nature of the processing</i>	Collection, storage, and processing of relevant personal data for the purposes identified in this Part B.
<i>Purpose of the data transfer</i>	<p>Personal data will be processed for Atlassian's legitimate business purposes. This entails in particular the following:</p> <ul style="list-style-type: none"> ● To facilitate security, fraud prevention, performance monitoring, business continuity and disaster recovery in order to protect Customers, End Users and Atlassian. ● To engage and to provide support and assistance to Customer and End Users as requested from time to time. ● To comply with legal and financial reporting obligations ● To administer the Services, including to calculate usage-based billing ● To derive insights in order to maintain, develop, and improve the Services and support, including for research and development purposes ● To derive insights in order to inform internal business analysis and product strategy.
<i>Duration of processing</i>	Atlassian may process personal data for the purposes described above for the duration of the DPA, and for as long as Atlassian has a legitimate need to retain the personal data for the purposes it was collected or transferred, in accordance with Applicable Data Protection Law.



Annex 1(C): Competent supervisory authority

The data exporter's competent supervisory authority will be determined in accordance with the GDPR.

EXHIBIT B
Technical and Organizational Security Measures

1. Purpose.

This Exhibit describes Atlassian's security program, security certifications, and physical, technical, organizational and administrative controls and measures to protect Customer Data from unauthorized access, destruction, use, modification or disclosure (the "**Security Measures**"). The Security Measures are intended to be in line with the commonly-accepted standards of similarly-situated software-as-a-service providers ("**industry standard**"). Unless otherwise specified in the applicable Product-Specific Terms, the Security Measures apply to all Atlassian Cloud Products (other than No-Charge Products or Free and Beta Products) that are available under the Agreement.

2. Updates and Modifications.

The Security Measures are subject to technical progress and development and Atlassian may update or modify the Security Measures from time to time, provided that such updates and modifications do not materially degrade or diminish the overall security of the Cloud Products, as described in this document.

3. Definitions.

Any capitalized terms used but not defined in this document have the meanings set out in the Agreement. The term "**Customer Data**" means any data, content or materials provided to Atlassian by or at the direction of Customer or its End Users via the Cloud Products, including from Third-Party Products.

4. Security Measures.

The Security Measures are described in the following table:

Measure	Description
<i>Measures of pseudonymisation and encryption of personal data</i>	<p>Data Encryption</p> <p>Atlassian has and will maintain: (i) an established method to encrypt Customer Data in transit and at rest; (ii) an established method to securely store passwords following industry standard practices; and (iii) use established key management methods.</p> <p>Any Customer Data is encrypted in transit over public networks using TLS 1.2 or greater, with Perfect Forward Secrecy (PFS) to protect it from unauthorized disclosure or modification.</p> <p>Data drives on servers holding Customer Data and attachments use full disk, industry-standard, AES-256 encryption at rest.</p>
<i>Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services</i>	<p>Security Program</p> <p>Atlassian will maintain a security management program that includes but is not limited to:</p> <ul style="list-style-type: none"> a) executive review, support and accountability for all security related policies and practices; b) a written information security policy and framework that meets or exceeds industry standards and that, as a baseline, includes (i) defined information security roles and responsibilities, (ii) a formal and effective risk mitigation program and (iii) a service provider security management program; c) periodic risk assessments of all Atlassian owned or leased systems processing Customer Data; d) prompt review of security incidents affecting the security of Atlassian systems processing Customer Data, including determination of root cause and corrective action; e) a formal controls framework based on, among other things, formal audit standards such as the AICPA SOC 2 Type II report, ISO27001, and NIST 800-53 (or any successor standard); f) processes to document non-compliance with the security measures; g) processes to identify and quantify security risks, develop mitigation plans, which must be approved by Atlassian's Chief Trust Officer (or one of their delegates), and track the implementation of such plans; and h) a comprehensive security testing methodology that consists of diverse and independent approaches that, when combined, are reasonably designed to maximize coverage for a varied and diverse set of attack vectors. <p>Atlassian will periodically (and, in any event, no less frequently than annually) review, test and, where applicable, update such security management program.</p> <p>Security Incident Notification</p>

Measure	Description
	<p>Atlassian will notify Customer of Security Incidents in accordance with the Atlassian Data Processing Addendum.</p> <p><u>Employee Screening, Training, Access and Controls</u></p> <p>Atlassian will maintain policies and practices that include the following controls and safeguards applied to Atlassian staff who have access to Customer Data and/or provide Support and Services to Customer:</p> <ul style="list-style-type: none"> a) pre-hire background checks (including criminal record inquiries) on Atlassian job candidates, which are conducted by a third-party background check provider and in accordance with applicable Laws and generally accepted industry standards; b) periodic security awareness training; c) a disciplinary policy and process to be used when Atlassian staff violate Atlassian's security policies; d) access to Atlassian IT systems only from approved Atlassian-managed devices with appropriate technical security controls (including two-factor authentication); e) controls designed to limit access to Customer Data to only those Atlassian staff with an actual need-to-know such Customer Data. Such controls include the use of a formal access management process for the request, review, approval and provisioning for all Atlassian staff with access to Customer Data; and f) separation of duties to prevent a single Atlassian employee from controlling all key aspects of a critical transaction or business process related to Customer Data or systems. <p><u>Other matters</u></p> <p>See the items below titled "Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident," and "Measures for the protection of data during storage".</p>
<i>Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident</i>	<p><u>Resilience Program</u></p> <p>During the Subscription Term, Atlassian's business continuity and disaster recovery plans (collectively, the "BCDR Plans") will address at least the following topics:</p> <ul style="list-style-type: none"> a) the availability of human resources with appropriate skill sets; b) the availability of all IT infrastructure, telecommunications capabilities and any other technology used or relied upon by Atlassian in the provision of the Products; c) Atlassian's plans for storage and continuity of use of data and software; d) clear recovery time objectives (RTOs) and recovery point objectives (RPOs); e) mechanisms for the geographic diversity or back-up of business operations; f) the potential impact of cyber events and Atlassian's ability to maintain business continuity in light of such events, as well as a framework and procedure to respond to and remediate such events; g) the management of data corruption incidents; and h) procedures and frequency of testing of the BCDR Plans. <p>Atlassian will periodically (and, in any event, no less frequently than annually) review, test and, where applicable, update the BCDR Plans.</p>
<i>Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing</i>	<p><u>Compliance Program</u></p> <p>Atlassian will maintain a compliance program that includes independent third-party audits and certifications. Atlassian will make available to Customer, via the Atlassian Compliance Site, copies of the most up-to-date version of the following third-party certifications or reports in relation to the Cloud Products: (i) a SOC2 Type II report; (ii) an International Organization for Standardization (ISO) 27001 certificate (which includes adherence to ISO 27002 and 27018 standards) and, upon written request, the relevant Statement of Applicability; or (iii) any successor of any of the foregoing.</p> <p>All such reports or certificates will be made available on the Atlassian Compliance Site, and will be made available within a commercially reasonable time of the relevant audit and/or certification process being completed.</p> <p><u>Vulnerability Management</u></p> <p>Atlassian will maintain the following vulnerability management processes:</p> <p><u>Vulnerability Scanning and Remediation</u>. Atlassian employs processes and tools in line with industry standards to conduct frequent vulnerability scanning to test Atlassian's network and infrastructure</p>

Measure	Description
	<p>and application vulnerability testing to test Atlassian applications and services. Atlassian applies security patches to software components in production and development environments as soon as commercially practicable in accordance with our Security Bug Fix Policy.</p> <p><i>Identifying Malicious Threats.</i> Atlassian employs processes and tools in line with industry standards to identify malicious actors and prevent them from accessing Customer Data or Atlassian systems that process Customer Data. These include, but are not limited to, maintaining software that attempts to identify and detect attempted intrusions, behaviors consistent with Internet-based attacks, and indicators of potential compromise. Atlassian will maintain a security incident and event management system and supporting processes to notify appropriate personnel in response to threats.</p> <p><u>Vulnerability Testing.</u></p> <ul style="list-style-type: none"> a) Atlassian conducts internal vulnerability testing, as described here. This includes our bug bounty program. We make the results of these internal tests publicly available and commit to making bug fixes in line with our Security Bug Fix Policy. b) Customer may, either itself or through an independent third party (who has entered into confidentiality obligations with Atlassian), perform its own vulnerability testing of its Cloud Products in accordance with the Security Test Rules. Customer may report any vulnerabilities impacting the Cloud Products to Atlassian in accordance with the procedures set forth in the Security Test Rules. c) Atlassian will use commercially reasonable efforts to address identified security vulnerabilities in our Cloud Products and our infrastructure in accordance with the Security Bug Fix Policy. The parties acknowledge that Atlassian may update the Security Bug Fix Policy from time to time in its discretion, provided such updates do not result in a material derogation of the Security Bug Fix Policy.
<i>Measures for user identification and authorisation</i>	<p>Atlassian cloud users can authenticate using username and password, or external IdPs (incl. via SAML, Google, Microsoft and Apple). All credentials are hosted in the application database, which is encrypted at rest. Passwords are stored using a secure hash + salt algorithm.</p> <p>Administrators are able to configure and enforce password complexity requirements for managed accounts via Atlassian Access: https://support.atlassian.com/security-and-access-policies/docs/manage-your-password-policy/. Administrators are also able to enforce SSO via Atlassian Access.</p>
<i>Measures for the protection of data during transmission</i>	See the item above titled " <i>Measures of pseudonymisation and encryption of personal data</i> "
<i>Measures for the protection of data during storage</i>	<p><u>Data Hosting Facilities</u></p> <p>Atlassian will, no less frequently than annually, request assurances (e.g., in the form of an independent third party audit report and vendor security evaluations) from its data hosting providers that store or process Customer Data that:</p> <ul style="list-style-type: none"> a) such data hosting provider's facilities are secured in an access-controlled location and protected from unauthorized access, damage, and interference; b) such data hosting provider's facilities employ physical security appropriate to the classification of the assets and information being managed; and c) such data hosting provider's facilities limit and screen all entrants employing measures such as on-site security guard(s), badge reader(s), electronic lock(s), or a monitored closed caption television (CCTV). <p><u>Tenant Separation</u></p> <p>Atlassian will use established measures to ensure that Customer Data is kept logically segregated from other customers' data when at-rest.</p> <p><u>Data Encryption</u></p> <p>See the item above titled "<i>Measures of pseudonymisation and encryption of personal data</i>"</p>
<i>Measures for ensuring physical security of locations at which personal data are processed</i>	See the item above titled " <i>Measures for the protection of data during storage</i> ".
<i>Measures for ensuring events logging</i>	Audit logging is available via API. See: https://support.atlassian.com/security-and-access-policies/docs/track-organization-activities-from-the-audit-log/

Measure	Description
<i>Measures for ensuring system configuration, including default configuration</i>	See the item above titled “ <i>Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services</i> ”.
<i>Measures for internal IT and IT security governance and management</i>	See the item above titled “ <i>Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services</i> ”.
<i>Measures for certification/assurance of processes and products</i>	See the item above titled “ <i>Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing</i> ”.
<i>Measures for ensuring data minimisation</i>	See “ What information we collect about you ” section of the Atlassian Privacy Policy.
<i>Measures for ensuring data quality</i>	See the items above titled “ <i>Measures of pseudonymisation and encryption of personal data</i> ”, “ <i>Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services</i> ”, and “ <i>Measures for the protection of data during storage</i> ”. In addition, Customer and its Users have the ability to update any Customer Data provided to Atlassian using in-built product functionality, as further described in the Documentation .
<i>Measures for ensuring limited data retention</i>	<p>Data Retention and Destruction Standard</p> <p>Atlassian maintains a Data Retention and Destruction Standard, which designates how long we need to maintain data of different types. The Data Retention and Destruction Standard is guided by the following principles:</p> <ul style="list-style-type: none"> ● Records should be maintained as long as they serve a business purpose. ● Records that serve a business purpose, or which Atlassian has a legal, regulatory, contractual or other duty to retain, will be retained. ● Records that no longer serve a business purpose, and for which Atlassian has no duty to retain, should be disposed. Copies or duplicates of such data should also be disposed. To the extent Atlassian has a duty to retain a specified number of copies of a Record, such number of copies should be retained. ● Atlassian’s practices implementing this Standard may vary across departments, systems and media, and will of necessity evolve over time. These practices will be reviewed under our company-wide policy review practices.
<i>Measures for ensuring accountability</i>	See the item above titled “ <i>Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing</i> ”.
<i>Measures for allowing data portability and ensuring erasure</i>	<p>Data Export</p> <p>Atlassian allows Customer to export its Customer Data from the Cloud Products as described in the Documentation.</p> <p>Secure Deletion</p> <p>Atlassian will maintain a process reasonably designed to ensure secure destruction and deletion of any and all Customer Data as provided in the Agreement. Such Customer Data will be securely destroyed and deleted by Atlassian so that: (a) Customer Data cannot be practicably read or reconstructed, and (b) the Atlassian systems that store Customer Data are securely erased and/or decommissioned disks are destroyed.</p> <p>Privacy Rights</p> <p>See:</p> <ul style="list-style-type: none"> ● “Managing Individual privacy rights” on our Manage your business’ data privacy page; and ● “Privacy requests” on https://www.atlassian.com/hu/trust/privacy/personal-data-privacy.