

## Forge Data Processing Addendum

This Data Processing Addendum, including the Standard Contractual Clauses and the Exhibits ("DPA"), is incorporated into and forms part of the Forge Terms, and is entered into by and between Developer and Atlassian (as these capitalized terms are defined below). All capitalized terms not defined in this DPA have the meaning set forth in the Forge Terms or the Developer Terms, as applicable.

### 1. Data Protection

#### 1.1. **Definitions:** In this DPA, the following terms have the following meanings:

- (a) "**Australian Data Protection Law**" means the Australian Privacy Act 1988 (Cth).
- (b) "**Applicable Data Protection Law**" means Australian Data Protection Law, Brazilian Data Protection Law, U.S. Data Protection Law and European Data Protection Law that are applicable to the processing of Personal Data under this DPA.
- (c) "**Atlassian**" means, for the purposes of this DPA, Atlassian Pty Ltd (ABN 53 102 443 916).
- (d) "**Brazilian Data Protection Law**" means the Brazilian General Data Protection No. 13,709/2018 ("LGPD").
- (e) "**commercial purpose**", "**controller**", "**processor**", "**data subject**", "**processing**" (and "**process**"), "**service provider**" and "**supervisory authority**" have the meaning given to them in Applicable Data Protection Law, as appropriate.
- (f) "**Deidentified Data**" means data that cannot reasonably be used to infer information about, or otherwise be linked to, a data subject.
- (g) "**Developer**" has the meaning given to it in the Developer Terms.
- (h) "**Developer Personal Data**" means Personal Data relating to Developer, Developer's employees or Developer's collaborators that Atlassian processes as a controller under this DPA, as further described in Annex 1(B), Part B of Exhibit A to this DPA.
- (i) "**Developer Terms**" means the [Atlassian Developer Terms](#).
- (j) "**End Users**" means individuals interacting with the Forge Apps as Developer's customers. For the avoidance of doubt, individuals invited by End Users to use the Forge Apps are also considered End Users.
- (k) "**End User Personal Data**" means Personal Data relating to End Users that Atlassian processes as a processor on behalf of Developer in connection with the Services, as further described in Annex 1(B), Part A of Exhibit A to this DPA. For certainty, End User Personal Data does not include Personal Data that Atlassian processes as a processor on behalf of Atlassian's customers.
- (l) "**Europe**" means, for the purposes of this DPA, the Member States of the European Economic Area ("EEA"), the United Kingdom ("UK") and Switzerland.
- (m) "**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 FADP**"); in each case as may be amended, superseded or replaced from time to time.
- (n) "**Forge Apps**" has the meaning given to it in the Developer Terms.
- (o) "**Forge Framework**" has the meaning given to it in the Developer Terms.
- (p) "**Forge Terms**" means the [Forge Terms](#).
- (q) "**Personal Data**" means any data that is protected as "personal data", "personal information" or "personally identifiable information" under Applicable Data Protection Law.

- (r) "**Restricted Transfer**" means a transfer (directly or via onward transfer) of Personal Data that is subject to an Applicable Data Protection Law to a country outside of such applicable country that is not subject to an adequacy decision by the European Commission, or the competent UK, Swiss, Brazilian, or Australian authorities (as applicable).
- (s) "**Security Incident**" means any confirmed breach of security that leads to the accidental, or unlawful destruction, loss, alteration, unauthorized disclosure of or access to End User Personal Data processed by Atlassian and/or its Sub-processors in connection with the provision of the Services. For the avoidance of doubt, "Security Incident" does not include unsuccessful attempts or activities that do not compromise the security of End User Personal Data, including unsuccessful login attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.
- (t) "**Services**" means the provision of the Forge Framework by Atlassian to Developer pursuant to the Developer Terms and the Forge Terms.
- (u) "**Sensitive Data**" means any 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 and (iv) any other form of Personal Data that is afforded enhanced protection under Applicable Data Protection Law.
- (v) "**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, as may be amended, superseded, or replaced from time to time.
- (w) "**Sub-processor**" means any processor engaged by Atlassian to assist in fulfilling its obligations with respect to providing the Services pursuant to the Forge Terms, the Developer Terms or this DPA, where such entity processes End User Personal Data. Sub-processors may include Atlassian's affiliates or other third parties.
- (x) "**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.
- (y) "**U.S. Data Protection Law**" means all state laws in effect in the United States of America that are applicable to the processing of personal data under this DPA, including, but not limited to, the California Consumer Privacy Act, as amended by the California Privacy Rights Act ("CCPA"), the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, and the Utah Consumer Privacy Act.

**1.2. Relationship of the parties:** Where Applicable Data Protection Law provides for the roles of "controller" and "processor":

- (a) Where Atlassian processes End User Personal Data on behalf of Developer in connection with the Services, Atlassian will process such End User Personal Data as a processor or Sub-processor on behalf of Developer (who, in turn, processes such End User Personal Data as a controller or processor respectively) and this DPA will apply accordingly. A description of such processing is set out in Annex 1(B), Part A of Exhibit A to this DPA.
- (b) Where Atlassian processes Developer Personal Data, Atlassian will process such Developer Personal Data as an independent controller, as further detailed in Annex 1(B), Part B of Exhibit A to this DPA. Atlassian will process the Developer Personal Data in compliance with Applicable Data Protection Law and only for the purposes that are compatible with those described in Annex 1(B), Part B of Exhibit A to this DPA. For these purposes, only Sections 1.3, 1.4, 1.6 and 1.8 of the body of this DPA will apply, to the extent applicable.

**1.3. Description of Processing:** Atlassian may update the description 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.

**1.4. Developer Responsibilities:** Developer is responsible for determining whether the Services are appropriate for the storage and processing of Personal Data under Applicable Data Protection Law. Developer agrees that (i) it will comply with its obligations under Applicable Data Protection Law in its use of the Services, the processing of Personal Data and any processing instructions it issues to Atlassian, (ii) it is responsible for the accuracy, quality and legality of Personal Data, (iv) 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 Sensitive Data) and provide the Services pursuant to the Forge Terms and the Developer Terms (including this DPA), and (v) it will notify Atlassian if it is unable to comply with its obligations under Applicable Data Protection Law or its processing instructions will cause Atlassian or its Sub-processors to be in breach of Applicable Data Protection Law.

**1.5. Atlassian Processing of End User Personal Data:**

- (a) When Atlassian processes End User Personal Data in its capacity as a processor on behalf of the Developer, Atlassian will process the End User Personal Data as necessary to perform its obligations under the Forge Terms and the Developer Terms, and only in accordance with the documented lawful instructions of Developer (as set forth in the Forge Terms and the Developer Terms, in this DPA, or as directed by the Developer through the Forge Apps or the Forge Framework) unless required to do so by the applicable law to which Atlassian is subject to, in which case Atlassian shall inform the Developer of such legal requirement before processing, unless such law prohibits such information on important grounds of public interest..
- (b) To the extent End User Personal Data includes personal information protected under the CCPA that Atlassian processes as a service provider acting on behalf of the Developer, Atlassian will process such End User Personal Data in accordance with the CCPA, including by complying with applicable sections of the CCPA and providing the same level of privacy protection as required by CCPA, and in accordance with the Developer's written instructions, as necessary for the limited and specified purposes identified in Exhibit A, Annex 1(b), Part A of this DPA or the Agreement. Atlassian must: (a) not retain, use, disclose or otherwise process such End User Personal Data other than for the limited and specified purposes identified in this DPA or the Agreement; (b) not retain, use, disclose or otherwise process such End User Personal Data for a commercial purpose other than for the limited and specified purposes identified in this DPA or the Agreement, or as otherwise permitted under the CCPA; (c) not "sell" or "share" such End User Personal Data within the meaning of the CCPA; and (d) not retain, use, disclose or otherwise process such End User Personal Data outside the direct business relationship with the Developer and shall not combine such End User Personal Data with personal information that it receives from other sources, except as permitted under the CCPA. Atlassian must inform the Developer if it determines that it can no longer meet its obligations under Applicable Data Protection Law within the timeframe specified by such laws, in which case the Developer may take reasonable and appropriate steps to prevent, stop, or remediate any unauthorized processing of such End User Personal Data.
- (c) Atlassian participates in and certifies compliance with the EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. Data Privacy Framework, and Swiss-U.S. Data Privacy Framework (together, the "Data Privacy Framework"). As required by the Data Privacy Framework, Atlassian will (i) provide at least the same level of privacy protection as is required by the Data Privacy Framework Principles; (ii) notify Customer if Atlassian makes a determination it can no longer meet its obligation to provide the same level of protection as is required by the Data Privacy Framework Principles, and (iii) upon notice, including under Section 1.5(c)(ii), take reasonable and appropriate steps to remediate unauthorized processing
- (d) To the extent Developer discloses or otherwise makes available End User Deidentified Data to Atlassian, or to the extent Atlassian creates Deidentified Data from End User Personal Data, in each case in its capacity as a service provider, Atlassian shall: (1) adopt reasonable measures to prevent such End User Deidentified Data from being used to infer information about, or otherwise being linked to, a particular natural person or household; (2) publicly commit to maintain and use such End User Deidentified Data in a deidentified form and to not attempt to re-identify the End User Deidentified Data, except that Atlassian may attempt to re-identify the data solely for the purpose of determining whether its deidentification processes are compliant with Applicable Data Protection Law; and (3) before sharing End User Deidentified Data with any other party, including Sub-processors, contractors, or any other persons ("Recipients"), contractually obligate any such Recipients to comply with all requirements of this Section of the DPA (including imposing this requirement on any further Recipients).

**1.6. Restricted transfers:** The parties agree that when the transfer of Personal Data from Developer (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 Restricted Transfer will be made in accordance with Applicable Data Protection Laws, and if applicable, subject to the Standard Contractual Clauses, which are deemed incorporated into and form a part of this DPA, as follows:

- (a) In relation to Restricted Transfers of End User Personal Data protected by the EU GDPR and processed in accordance with Section 1.2(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 1.8 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 Restricted Transfers of Developer Personal Data protected by the EU GDPR and processed in accordance with Section 1.2(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 1.8 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 Restricted Transfers of Personal Data protected by UK Data Protection Law, the EU SCCs: (i) apply as completed in accordance with paragraph (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 this DPA. In addition, Tables 1 to 3 in Part 1 of the UK Addendum are deemed completed respectively with the information set out in Section 1.9, as well as Exhibits A and B of this DPA; and 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 Restricted 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;

- 1.7. **Confidentiality of processing:** Atlassian must ensure that any person that it authorizes to process End User 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).
- 1.8. **Security:** Atlassian and, to the extent required under the Forge Terms and the Developer Terms, Developer, must implement appropriate technical and organizational measures in accordance with Applicable Data Protection Law (including Art. 32 GDPR) to protect Personal Data from Security Incidents and to preserve the security and confidentiality of the Personal Data. Atlassian's current technical and organizational measures are described in Exhibit B to this DPA ("Security Measures"). Developer acknowledges that 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 decrease the overall security.
- 1.9. **Sub-processing:** Developer consents to Atlassian engaging Sub-processors to process End User Personal Data, provided that Atlassian maintains an up-to-date list of its sub-processors at <https://www.atlassian.com/legal/sub-processors>, which contains a mechanism for Developer to subscribe to notifications of new 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 End User Personal Data to the standard provided by this DPA; and (ii) remain liable to Developer if such Sub-processor fails to fulfill its data protection obligations under Applicable Data Protection Law. If Developer subscribes to Sub-processor notifications, Atlassian will provide notice to Developer of any new Sub-processors as soon as reasonably practicable, however at least fourteen (14) days' prior to allowing such Sub-processor to process End User Personal Data (the "Notice Period"). Developer may object in writing to Atlassian's appointment of a new Sub-processor during the Notice Period, 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 within the Notice Period, the Developer, as its sole and exclusive remedy, may terminate the Forge Terms and the Developer Terms (including this DPA) for convenience. If no objection has been raised prior to Atlassian replacing or using a new Sub-processor, Atlassian will deem the Developer to have authorized the new Sub-processor.
- 1.10. **Cooperation obligations and data subjects' rights:**
  - (a) Taking into account the nature of the processing, Atlassian must provide reasonable and timely assistance to Developer (at Developer's expense) to enable Developer to respond to any request from a data subject to exercise any of its rights under Applicable Data Protection Law.
  - (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 Developer's prior authorization, unless legally required to do so, and instead, after being notified by Atlassian, Developer may respond. To the extent Atlassian is required under Applicable Data Protection Law, Atlassian will (at Developer's request and expense) provide reasonably requested information regarding the Services to enable the Developer 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.
- 1.11. **Security incidents:** Upon becoming aware of a Security Incident, Atlassian will notify Developer without undue delay and provide timely information (taking into account the nature of the processing and the information available to Atlassian) relating to the Security Incident as it becomes known or as is reasonably requested by Developer to allow Developer 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 1.11 will not be construed as an acknowledgment by Atlassian of any fault or liability with respect to the Security Incident.
- 1.12. **Deletion or return of End User Personal Data:** After the end of the provision of Services, Atlassian will delete all End User Personal Data (including copies) processed on behalf of the Developer in accordance with the procedures and retention periods outlined in the DPA; this requirement does not apply to the extent Atlassian is required by applicable law to retain some or all of the End User Personal Data which Atlassian will securely isolate and protect from any further processing.
- 1.13. **Audit:** Developer 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 Developer has entered into an applicable non-disclosure agreement with Atlassian, Atlassian must:

- (a) supply (on a confidential basis) a summary copy of its audit report(s) ("Report") to Developer, so Developer can verify Atlassian's compliance with the audit standards against which it has been assessed, and this DPA; and
- (b) provide written responses (on a confidential basis) to all reasonable requests for information made by Developer related to its Processing of End User Personal Data that are necessary to confirm Atlassian's compliance with this DPA, provided that Developer cannot exercise this right more than once per calendar year.

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

**2. Relationship with the Forge Terms and the Developer Terms**

- 2.1.** The parties agree that this DPA replaces and supersedes any existing DPA the parties may have previously entered into in connection with the Services.
- 2.2.** Developer's click-through acceptance of the Forge Terms or Developer's submission of the Forge Apps to the Atlassian Platform shall constitute a valid signature for the purposes of this DPA, including Annex 1(A) and the Standard Contractual Clauses.
- 2.3.** Except for the changes made by this DPA, the Forge Terms and the Developer Terms remain unchanged and in full force and effect. If there is any conflict between this DPA and the Forge Terms and/or Developer Terms, this DPA will prevail to the extent of that conflict in connection with the processing of Personal Data governed under the DPA. If there is any conflict between the Standard Contractual Clauses and the Forge Terms and/or the Developer Terms (including this DPA), the Standard Contractual Clauses will prevail to the extent of that conflict in connection with the processing of Personal Data governed under the Standard Contractual Clauses.
- 2.4.** Notwithstanding anything to the contrary in the Forge Terms and/or the Developer Terms, the liability of each party and each party's affiliates under this DPA is subject to any exclusions and limitations of liability set out in the Forge Terms and the Developer Terms.
- 2.5.** Any claims against Atlassian under this DPA can only be brought by the Developer entity that is a party to the Developer Terms and the Forge Terms against Atlassian Pty Ltd (ABN 53 102 443 916). In no event will this DPA or any party restrict or limit the rights of any data subject.
- 2.6.** This DPA will be governed by and construed in accordance with the governing law and jurisdiction provisions in the Developer Terms unless required otherwise by Applicable Data Protection Law and the Standard Contractual Clauses.
- 2.7.** This DPA will terminate simultaneously and automatically upon deletion by Atlassian of the End User Personal Data processed on behalf of the Developer, in accordance with Section 1.12 of this DPA.



**EXHIBIT A**  
**Description of the Processing Activities / Transfer**

**Annex 1(A) List of Parties:**

Data Exporter	Data Importer
<b>Name:</b> Developer	<b>Name:</b> Atlassian
<b>Address / Email Address:</b> As set out in the Developer's Atlassian cloud account.	<b>Address / Email Address:</b> <a href="mailto:dataprotection@atlassian.com">dataprotection@atlassian.com</a>
<b>Contact Person's Name, position, and contact details:</b> As set out in the Developer's Atlassian cloud account.	<b>Contact Person's Name, position, and contact details:</b> Kelly Gertridge, Head of Privacy <a href="mailto:dataprotection@atlassian.com">dataprotection@atlassian.com</a>
<b>Activities relevant to the transfer:</b> See Annex 1(B) below	<b>Activities relevant to the transfer:</b> See Annex 1(B) below
<b>Role:</b> See Annex 1(B) below	<b>Role:</b> See Annex 1(B) below

Developer's click-through acceptance of the Forge Terms or Developer's submission of the Forge Apps to the Atlassian Platform shall constitute a valid signature for the purposes of this Annex 1(A) and the Standard Contractual Clauses.

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

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 1.3 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 1.2(a) as well as 1.6(a) of the DPA)**

End User Personal Data : Atlassian as a processor	
Categories of data subjects	End Users
Categories of personal data transferred	<p><i>User Account Information, for example:</i></p> <ul style="list-style-type: none"> <li>• Atlassian identifier associated with user account</li> <li>• Time zone</li> </ul> <p><i>Inferred location information, for example:</i></p> <ul style="list-style-type: none"> <li>• IP address</li> </ul> <p>Any other Personal Data relating to End Users, as provided to Atlassian via the Services by (or at the instruction of) Developer, that is stored in the Forge Apps.</p>
Sensitive data transferred	None
Frequency of the transfer	Continuous
Nature of the processing	Providing the Services, including maintaining End User profiles and providing storage and compute capabilities.
Purpose of the data transfer and further processing	Providing the Services, including maintaining End User profiles and providing storage and compute capabilities.
Retention period (or, if not possible to determine, the criteria used to determine that period)	Atlassian will retain End User Personal Data for the duration of the Forge Terms and any period after the termination of or expiry of the Forge Terms during which Atlassian processes End User Personal Data.
For transfers to (sub-) processors: subject matter, nature and duration of the processing	<p>Subject matter: As further specified at <a href="https://www.atlassian.com/legal/sub-processors">https://www.atlassian.com/legal/sub-processors</a>.</p> <p>Nature: See above.</p> <p>Duration: In accordance with the data protection terms agreed to with Sub-processors in accordance with Section 1.9 of the DPA.</p>

**Part B: Description of processing and transfer as per Sections 1.2(b) and 1.6(b) of the DPA.**

Developer Personal Data: Atlassian as a controller	
<i>Categories of data subjects</i>	Developer, Developer's employees and Developer's collaborators
<i>Categories of personal data transferred</i>	<p><i>User account information, for example:</i></p> <ul style="list-style-type: none"> <li>● Atlassian identifier associated with user account</li> <li>● Email address</li> <li>● Atlassian account password</li> <li>● Forge command line interface (CLI) login token</li> </ul>
<i>Sensitive data transferred?</i>	None
<i>Frequency of the transfer</i>	Continuous
<i>Nature of the processing</i>	Collection, storage, and processing of Developer Personal Data for the purposes identified in this Part B.
<i>Purpose of the data transfer</i>	<p>Developer Personal Data will be processed for Atlassian's legitimate business purposes. This entails in particular the following:</p> <ul style="list-style-type: none"> <li>● To administer the Services, including the Forge command line interface (CLI) and Developer console.</li> <li>● To facilitate security, fraud prevention, performance monitoring, business continuity and disaster recovery in order to protect Developers, End Users, Atlassian and third parties (as applicable).</li> <li>● To comply with legal and financial reporting obligations.</li> <li>● To derive insights in order to maintain, develop, and improve the Services and support, including for research and development purposes.</li> <li>● To derive insights in order to inform internal business analysis and product strategy.</li> </ul>
<i>Retention period (or, if not possible to determine, the criteria used to determine that period)</i>	Atlassian will not retain Developer Personal Data for longer than the period for which Atlassian has a legitimate need to retain Developer 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 European Data Protection Law.

**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 Personal 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 Developer Guidelines, the Security Measures apply to the Forge Framework that is available to the Developer under the Forge Terms.

**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 Forge Framework, as described in this document.

**3. Definitions.**

Any capitalized terms used but not defined in this document have the meanings set out in the Forge Terms or the Developer Terms, as applicable.

**4. Security Measures.**

The Security Measures are described in the following table:

<b>Measure</b>	<b>Description</b>
<i>Measures of pseudonymisation and encryption of personal data</i>	<p><b>Data Encryption</b></p> <p>Atlassian has and will maintain: (i) an established method to encrypt Personal 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 Personal 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 Personal 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><b>Security Program</b></p> <p>Atlassian will maintain a security management program that includes but is not limited to:</p> <ul style="list-style-type: none"> <li>a) executive review, support and accountability for all security related policies and practices;</li> <li>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;</li> <li>c) periodic risk assessments of all Atlassian owned or leased systems processing Personal Data;</li> <li>d) prompt review of security incidents affecting the security of Atlassian systems processing Personal Data, including determination of root cause and corrective action;</li> <li>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);</li> <li>f) processes to document non-compliance with the security measures;</li> <li>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</li> <li>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.</li> </ul> <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><b>Security Incident Notification</b></p> <p>Atlassian will notify Developer of Security Incidents in accordance with the DPA.</p>

<b>Measure</b>	<b>Description</b>
	<p><b><u>Employee Screening, Training, Access and Controls</u></b></p> <p>Atlassian will maintain policies and practices that include the following controls and safeguards applied to Atlassian staff who have access to Personal Data and/or provide Services to Developer:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) periodic security awareness training;</li> <li>c) a disciplinary policy and process to be used when Atlassian staff violate Atlassian's security policies;</li> <li>d) access to Atlassian IT systems only from approved Atlassian-managed devices with appropriate technical security controls (including two-factor authentication);</li> <li>e) controls designed to limit access to Personal Data to only those Atlassian staff with an actual need-to-know such Personal 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 Personal Data; and</li> <li>f) separation of duties to prevent a single Atlassian employee from controlling all key aspects of a critical transaction or business process related to Personal Data or systems.</li> </ul> <p><b><u>Other matters</u></b></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><b><u>Resilience Program</u></b></p> <p>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"> <li>a) the availability of human resources with appropriate skill sets;</li> <li>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;</li> <li>c) Atlassian's plans for storage and continuity of use of data and software;</li> <li>d) 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;</li> <li>e) the management of data corruption incidents; and</li> <li>f) procedures and frequency of testing of the BCDR Plans.</li> </ul> <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><b><u>Compliance Program</u></b></p> <p>Atlassian will maintain a compliance program that includes independent third-party audits and certifications. Atlassian will make available to Developer, via the <a href="#">Atlassian Compliance Site</a>, copies of the most up-to-date version of the following third-party certifications or reports in relation to the Forge Framework: (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 <a href="#">Atlassian Compliance Site</a>, and will be made available within a commercially reasonable time of the relevant audit and/or certification process being completed.</p> <p><b><u>Vulnerability Management</u></b></p> <p>Atlassian will maintain the following vulnerability management processes:</p> <p><b><u>Vulnerability Scanning and Remediation</u></b>. Atlassian employs processes and tools in line with industry standards to conduct frequent vulnerability scanning to test Atlassian's network and infrastructure 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 <a href="#">Security Bug Fix Policy</a>.</p>

<b>Measure</b>	<b>Description</b>
	<p><b><u>Identifying Malicious Threats.</u></b> Atlassian employs processes and tools in line with industry standards to identify malicious actors and prevent them from accessing Personal Data or Atlassian systems that process Personal 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><b><u>Vulnerability Testing.</u></b></p> <ul style="list-style-type: none"> <li>a) Atlassian conducts internal vulnerability testing, as described <a href="#">here</a>. 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 <a href="#">Security Bug Fix Policy</a>.</li> <li>b) Atlassian will use commercially reasonable efforts to address identified security vulnerabilities in the Forge Framework and our infrastructure in accordance with the <a href="#">Security Bug Fix Policy</a>. The parties acknowledge that Atlassian may update the <a href="#">Security Bug Fix Policy</a> from time to time in its discretion, provided such updates do not result in a material derogation of the <a href="#">Security Bug Fix Policy</a>.</li> </ul>
<i>Measures for the protection of data during transmission</i>	See the item above titled “Measures of pseudonymisation and encryption of personal data”
<i>Measures for the protection of data during storage</i>	<p><b><u>Data Hosting Facilities</u></b></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 Personal Data that:</p> <ul style="list-style-type: none"> <li>a) such data hosting provider’s facilities are secured in an access-controlled location and protected from unauthorized access, damage, and interference;</li> <li>b) such data hosting provider’s facilities employ physical security appropriate to the classification of the assets and information being managed; and</li> <li>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).</li> </ul> <p><b><u>Tenant Separation</u></b></p> <p>Atlassian will use established measures to ensure that Personal Data is kept logically segregated from other Developers' data when at-rest.</p> <p><b><u>Data Encryption</u></b></p> <p>See the item above titled “Measures of pseudonymisation and encryption of personal data”</p>
<i>Measures for ensuring physical security of locations at which personal data are processed</i>	See the item above titled “Measures for the protection of data during storage”.
<i>Measures for ensuring system configuration, including default configuration</i>	See the item above titled “Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services”.
<i>Measures for internal IT and IT security governance and management</i>	See the item above titled “Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services”.
<i>Measures for certification/assurance of processes and products</i>	See the item above titled “Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing”.
<i>Measures for ensuring data minimisation</i>	See <a href="#">“What information we collect about you” section of the Atlassian Privacy Policy</a> .
<i>Measures for ensuring data quality</i>	See the items above titled “Measures of pseudonymisation and encryption of personal data”, “Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services”, and “Measures for the protection of data during storage”.
<i>Measures for ensuring limited data retention</i>	<p><b><u>Data Retention and Destruction Standard</u></b></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>

<b>Measure</b>	<b>Description</b>
	<ul style="list-style-type: none"> <li>Records should be maintained as long as they serve a business purpose.</li> <li>Records that serve a business purpose, or which Atlassian has a legal, regulatory, contractual or other duty to retain, will be retained.</li> <li>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.</li> <li>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.</li> </ul>
<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 ensuring erasure</i>	<p><b><u>Secure Deletion</u></b>  Atlassian will maintain a process reasonably designed to ensure secure destruction and deletion of any and all Personal Data as provided in the Agreement. Such Personal Data will be securely destroyed and deleted by Atlassian so that: (a) Personal Data cannot be practicably read or reconstructed, and (b) the Atlassian systems that store Personal Data are securely erased and/or decommissioned disks are destroyed.</p> <p><b><u>Privacy Rights</u></b>  See:</p> <ul style="list-style-type: none"> <li>"Managing Individual privacy rights" on our <a href="#">Manage your business' data privacy</a> page; and</li> <li>"Privacy requests" on <a href="https://www.atlassian.com/hu/trust/privacy/personal-data-privacy">https://www.atlassian.com/hu/trust/privacy/personal-data-privacy</a>.</li> </ul>