

## **Amendment to the Atlassian Data Processing Agreement for the Brazilian General Data Protection Law (“LGPD”)**

This amendment (“**Amendment**”) amends the terms and forms part of the Atlassian Data Processing Addendum (“**DPA**”) entered into by and between you and the applicable Atlassian Entity from which you are purchasing the Cloud Products.

The Amendment will be effective as of the date we receive a complete and executed copy from the Customer indicated in the signature block below in accordance with the instructions under Sections I and II below (the “**Effective Date**”). The term of the Amendment corresponds to the duration of the DPA. Any capitalized terms not defined in the Amendment have the meanings described in the DPA or other agreements referenced in the DPA.

### **I. INSTRUCTIONS**

- A. This Amendment has been pre-signed on behalf of the applicable Atlassian Entity. To enter into this Amendment, you must:
  - i. be a customer of the Cloud Products;
  - ii. complete and execute an Atlassian Data Processing Agreement by following the instructions found at <https://www.atlassian.com/legal/data-processing-addendum>
  - iii. complete the signature block below by signing and providing all items identified as “Required”; and
  - iv. submit the completed and signed Amendment to Atlassian as instructed.

### **II. EFFECTIVENESS**

- A. The Amendment will only be effective (as of the Effective Date) if executed and submitted to Atlassian accurately and in full accordance with paragraph I above and this paragraph II. If you make any deletions or other revisions to this Amendment, then this Amendment will be null and void.
- B. Customer signatory represents to Atlassian that he or she has the legal authority to bind Customer and is lawfully able to enter into contracts (e.g., is not a minor).
- C. This Amendment will terminate automatically upon termination of the DPA.

### **III. DATA PROCESSING TERMS**

The parties agree:

- (a) **Definitions.** The following defined terms are added or replace the equivalent defined terms in the DPA , and any new or re-defined terms shall apply as used throughout the DPA:

“**LGPD**” means the Brazilian General Data Protection No. 13,709/2018 (“**LGPD**”)

“**Data Protection Law**” means European Data Protection Law, the LGPD and U.S. Data Protection Law, if applicable to the processing of Customer Personal Data under this Addendum.

(b) **Additional Atlassian obligations.** Where the LGPD applies, Atlassian shall:

1. Handle Customer Personal Data in accordance with the LGPD and only for the purposes that are compatible with those described in the Addendum. Atlassian shall ensure that its employees, agents and subprocessors also do so.
2. Notify you in writing of (a) a Security Breach, or (b) any notification, complaint, consultation or request is made by the Brazilian National Data Protection Authority due to the processing of Customer Personal Data related to this Addendum.
3. In accordance with Article 18 of the LGPD, provide you assistance when necessary to respond to a complaint, consultation or request from a data subject regarding the processing of Customer Personal Data (including, without limitation, any request for access, rectification, deletion, portability or restriction of processing of Customer Personal Data).
4. Not transfer Customer Personal Data to another jurisdiction except as permitted by the LGPD. Whenever transferring Customer Personal Data to outside of Brazil, Atlassian shall offer guarantees of compliance with the principles and the rights of the data subject and the regime of data protection provided in the LGPD.

(c) **No other changes.** Except for the changes made by this Amendment, the DPA remains unchanged and in full force and effect. If there is any conflict between the Amendment and the DPA, the Amendment prevails.

***[Signatures follow on the next page]***

## CUSTOMER

Customer name (Required): \_\_\_\_\_

Signature (Required): \_\_\_\_\_

Name (Required): \_\_\_\_\_

Title (Optional): \_\_\_\_\_




Date (Required): \_\_\_\_\_



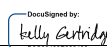

## ATLASSIAN

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 you. Where the Cloud Products are provided under an Agreement with Atlassian Pty Ltd, Atlassian, Inc. is also a party to this Addendum.

Data Protection Point of Contact: Kelly Gertridge

Contact Details: [dataprotection@atlassian.com](mailto:dataprotection@atlassian.com)

<b>Atlassian PTY Ltd.</b>	Signature:  _____ Name: <u> Kelly Gertridge </u> Title: <u> Head of Privacy </u> Date: _____
<b>Atlassian, Inc.</b>	Signature:  _____ Name: <u> Kelly Gertridge </u> Title: <u> Head of Privacy </u> Date: _____
<b>Trello Inc.</b>	Signature:  _____ Name: <u> Kelly Gertridge </u> Title: <u> Head of Privacy </u> Date: _____

<b>Dogwood Labs, Inc.</b> <b>(dba Statuspage.io)</b>	Signature:  _____ Name: <u> Kelly Gertridge </u> Title: <u> Head of Privacy </u> Date: _____
<b>OpsGenie, Inc.</b>	Signature:  _____ Name: <u> Kelly Gertridge </u> Title: <u> Head of Privacy </u> Date: _____
<b>Agile Craft LLC</b>	Signature:  _____ Name: <u> Kelly Gertridge </u> Title: <u> Head of Privacy </u> Date: _____
<b>Halp Inc.</b>	Signature:  _____ Name: <u> Kelly Gertridge </u> Title: <u> Head of Privacy </u> Date: _____