



## Legal

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# Government Amendment

*Effective starting: November 1, 2018*

This Government Amendment (“**Amendment**”) modifies the [Software License Agreement](#), [Cloud Terms of Service](#) or a written agreement executed by Atlassian (each the “**Agreement**”) and applies to United States federal, state, and local government customers (“**Government**”) only.

Government and us (together, the “**Parties**”) agree to modify the Agreement only to the extent required to accommodate any statutory restrictions or obligations that apply, without exception, to the Agreement. Accordingly, the Agreement is hereby modified as set forth below as it pertains to use by Government. We may update or modify this Amendment from time to time as set forth in the Agreement.

All capitalized terms not defined in this Amendment have the meanings given to them in the Agreement. Except as expressly set forth herein, all of the terms and conditions of the Agreement shall remain in full force and effect.

## 1. Commercial Items.

The Software and Cloud Products (together, “**Products**”), Documentation, and related services are commercial in nature and available in the open marketplace. The Products, Documentation, and related services are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, and all software is "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined at 48 C.F.R. §252.227-7014(a)(5) and 48

C.F.R. §252.227-7014(a)(1), and used in 48 C.F.R. §12.212 and 48 C.F.R. 227.7202, as applicable. All sales to Government shall be consistent with 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §52.227-14, and other relevant sections of the Code of Federal Regulations, as applicable. The Products, Documentation, and related services are licensed to Government with only those rights as granted to all other customers, according to the terms and conditions contained in the Agreement.

## **2. Government Purpose.**

Government's use of Products, Documentation, and related services under the Agreement as amended herein shall only be for a governmental purpose. Any private, personal, or non-governmental purposes shall result in the waiver of this Amendment and the terms and conditions of the Agreement shall apply without modification.

## **3. Indemnification, Liability, Statute of Limitations.**

Any provisions in the Agreement imposing indemnification by Government are hereby waived and shall not apply except to the extent expressly authorized by applicable law. Liability for any breach of the Agreement as modified by this Amendment or any claim arising from the Agreement as modified by this Amendment, shall be determined under the Contract Disputes Act, the Federal Tort Claims Act, or other governing federal or state authority. Federal Statute of Limitations provisions or, if applicable, state statute of limitations, shall apply to any breach or claim. In the event of a dispute between the Parties, Government agrees that we shall have standing and direct privity of contract to bring a claim directly against Government in a court of competent jurisdiction or an agency board of contract appeals.

## **4. Governing Law.**

Any terms regarding choice of law and venue in the Agreement are hereby waived. The Agreement and this Amendment shall be governed by, and interpreted and enforced in accordance with, the laws applicable to Government without reference to conflict of laws. The laws of the State of California will apply in the absence of applicable law.

## **5. Intellectual Property Ownership.**

Except as expressly stated in the Agreement, no rights to any derivative works, inventions, products or product modifications, or documentation are conferred to Government or any other party. All such rights belong exclusively to us.

## 6. Publicity Rights.

We may identify Government as a customer in our promotional materials to the extent permitted by GSAR 552.203-71-RESTRICTION IN ADVERTISING. We will not suggest that Government endorses the Products but only that Government is our customer. Government may request that we stop doing so by submitting an email to the applicable address set forth in the Agreement. Please note that it may take us several days to process Government's request.

## 7. Order of Precedence.

If there is any conflict between this Amendment and the Agreement, or between this Amendment and other terms, rules or policies on our website or related to our Products or related services, this Amendment shall prevail.

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