ATLASSIAN

Atlassian AI Terms

Effective starting: October 7, 2025

These Atlassian AI Terms (these "**Terms**") supplement the Atlassian Customer Agreement, or another agreement entered between Customer and Atlassian (the "**Agreement**") and apply to generative artificial intelligence features Atlassian makes available to customers as part of certain Cloud Products or plans or as standalone Cloud Products (the "**AI Offerings**"). These Terms control in the event of a conflict with the Agreement. Capitalized terms used and not defined in these Terms have the meanings given to them in the Agreement.

1. **Identifying AI Offerings**. Atlassian must identify AI Offerings in product (for instance, as "Uses AI") or in Documentation.

2. **Input and Output**.

2.1. Atlassian Obligations. The AI Offerings provide Output in response to Input. Input and Output are Customer Data under the Agreement. Atlassian must not use Input or Output to train or improve the AI Offerings across customers. Atlassian must not permit its subcontractors to use Input or Output to train or improve their models.

2.2. Additional Customer Obligations, Restrictions and Disclaimers.

   (a) Output Use and Assessment. Customer is responsible for its use of Output, including determining whether Output is appropriate for that use.

   (b) Restrictions. Customer must not (and must not permit anyone else to): (i) provide Input that either violates third-party rights or Law or is intended, or would reasonably be expected, to generate Output that does so; (ii) provide Input that includes Personal Data of children under 13 or any age of digital consent under Law; (iii) use Output in a manner that Customer knows, or reasonably should know, violates third-party rights or Law; or (iv) represent that Output is human generated or approved or endorsed by Atlassian or its subcontractors.

   (c) Disclaimers. **Output is generated by artificial intelligence, including by using technology provided by third-party subcontractors. Atlassian makes no warranty as to the accuracy, completeness or reliability of Output or that it does not violate third-party rights or Law**. Due to the nature of the AI Offerings, (i) Output may not be unique or exclusive to Customer and its Users, (ii) the same or similar Input may yield differing Output, and (iii) Output does not represent Atlassian's or its subcontractors' views.

3. **Agents**.

3.1. In General. Agents are AI Offerings that Users may direct to take certain actions on behalf of Customer ("**Agents**"). These actions are not Output. Agents may be created by Customer, provided by Atlassian, or provided by third parties as Third-Party Products.

3.2. Additional Customer Obligations and Restrictions. Customer is responsible for its use of Agents, including determining whether any actions Agents may take are appropriate for that use and appropriately supervising such actions. Customer must not use Agents in a manner that either violates third-party rights or Law or is intended, or would reasonably be expected, to do so.

4. **Output Indemnification**.

4.1. Indemnification. Atlassian will defend Customer from and against any third-party claim to the extent alleging that Output of the AI Offerings, when used by Customer as authorized by the Agreement, directly infringes any copyright of a third party (an "**Output Claim**") and indemnify and hold harmless Customer against any damages, fines or costs finally awarded by a

court of competent jurisdiction (including reasonable attorneys' fees) or agreed in settlement by Atlassian resulting from an Output Claim.

4.2. <u>Procedures</u>. Atlassian's obligations in Section 4.1 (Indemnification) are subject to Customer providing Atlassian: (i) sufficient notice of the Output Claim so as to not prejudice Atlassian's defense of the Output Claim, (ii) the exclusive right to control and direct the investigation, defense and settlement of the Output Claim, and (iii) all reasonably requested cooperation (including preserving and sharing the relevant Input and Output), at Atlassian's expense for reasonable out-of-pocket expenses. Customer may participate in the defense of an Output Claim with its own counsel at its own expense.

4.3. <u>Settlement</u>. Customer may not settle an Output Claim without Atlassian's prior written consent. Atlassian may not settle an Output Claim without Customer's prior written consent if settlement would require Customer to admit fault or take or refrain from taking any action (other than relating to use of the Output or the AI Offerings).

4.4. <u>Exceptions</u>. Atlassian's obligations in this Section 4 do not apply to the extent an Output Claim arises from: (i) Customer's breach of the Agreement (which includes the Acceptable Use Policy); (ii) Customer's modification of Output; (iii) use of Output in combination with items not provided by Atlassian (including Third-Party Products); (iv) Output that Customer knew, or reasonably should have known, was likely to violate the third-party rights or Laws that are the subject of the Output Claim; (v) any use of Output after Atlassian has instructed Customer to cease use or after Customer has received notice of alleged infringement; (vi) Third-Party Products or their output; or (vii) Input, other non-Output Customer Data or Customer Materials.

4.5. <u>Limitation of Liability and Exclusive Remedy</u>. **To the maximum extent permitted by Law, Atlassian's entire liability arising out of or related to all Output Claims will not exceed in aggregate the lesser of (i) the amounts paid to Atlassian for the Cloud Products from which the Output was generated during the twelve (12) months preceding the first event out of which an Output Claim arose, and (ii) US$1,000,000. This Section 4 sets out Customer's exclusive remedy and Atlassian's entire liability regarding Output.**

5. **Definitions**.

"**Input**" means any input (for instance, textual, audiovisual or other content) Customer or a User provides or makes available to an AI Offering.

"**Output**" means any output (for instance, textual, audiovisual or other content) generated and returned to Customer or a User by an AI Offering based on Input.