



**Atlassian Atlas Camp 2018
Application and Sponsorship Agreement
Barcelona, Spain 6-7 September 2018**

The undersigned applicant agrees to be a Sponsor (as defined below) of the Atlassian Atlas Camp 2018 event. To secure a sponsorship, an applicant must (a) submit a completed and signed copy of this Application and Sponsorship Agreement (the “**Agreement**”) and (b) pay the sponsorship and any event marketing fees as described in **Exhibit A** (the “**Sponsorship Fees**”). Additional marketing opportunities are available to Sponsors.

Sponsors of Atlassian Atlas Camp 2018 will be entitled to the benefits described in **Exhibit A** and agree to pay the Sponsorship Fees indicated therein.

Atlassian Atlas Camp 2018 will be held from 6-7 September 2018 at the Hotel Porta Fira in Barcelona, Spain.

APPLICANT CONTACT INFORMATION

Sponsor (Published Company name): _____
 Marketing Contact Name: _____
 Address: _____
 Email: _____
 Phone: _____
 VAT Registration Number or Tax ID: _____
Must be provided and match the address listed above

SPONSORSHIP INFORMATION

Sponsorship Package: _____
 Sponsor Package Spend: _____

All prices quoted are exclusive of VAT (where applicable)

By signing below and returning this Agreement to Atlassian B.V., the undersigned signatory agrees that (1) he/she has the legal authority to execute this Agreement and bind the Sponsor, and (2) the Sponsor will be bound by the Terms and Conditions and **Exhibit A** attached hereto, and pay the Sponsorship Fees as described herein.

Sponsor Signature: _____ Date: _____

Print Name: _____ Title: _____

Atlassian B.V. Acceptance:

Signature: _____ Date: _____

Print Name: _____ Title: _____



TERMS AND CONDITIONS

This Agreement is made between Atlassian B.V. (“**Atlassian**”), and the sponsor identified on the cover page to this Agreement (“**Sponsor**”) and shall be effective on the date this Agreement is signed by Sponsor and countersigned by Atlassian (the “**Effective Date**”). This Agreement sets forth the terms and conditions under which Sponsor will participate as a sponsor of the Conference (as defined below). In consideration of the mutual promises contained herein, Atlassian and Sponsor agree as follows:

1. **Conference Sponsorship, Location and Date.** Sponsor agrees to participate as a sponsor of the Atlassian Atlas Camp 2018 (the “**Conference**”), which will be held on 6-7 September 2018 at the Hotel Porta Fira in Barcelona, Spain (“**Fira**”). For the purposes of this Agreement, 6 September 2018, shall be the Conference start date (the “**Conference Start Date**”). Atlassian reserves the right, in its sole discretion, to change the site, hours, or dates of the Conference. Atlassian will attempt to notify Sponsor of any such changes as far in advance as possible. In connection with the Conference, Atlassian agrees to provide Sponsor with the sponsorship benefits that Sponsor has selected on **Exhibit A** and Sponsor agrees to pay the Sponsorship Fees as indicated on **Exhibit A**.
2. **Conference Rights.** Sponsor acknowledges that (i) all profiles, speaker nominations, presenter nominations, guest passes, gifts/giveaways, and other matters pertaining to the Conference shall be within the sole judgment, discretion and control of Atlassian; (ii) Sponsor shall have no right in or to the Conference or any revenue derived by Atlassian or its agents therefrom; (iii) Sponsor shall have no right in or to, and no interest in, any logo, trade name, trademark, service mark, copyright or other intellectual property relating to Atlassian or arising from the Conference. All sponsorship opportunities are predicated upon Atlassian’s receipt of required copy, logos, signage etc. (“**Materials**”) on or before the deadline dates specified by Atlassian. Sponsor shall not display or present any Materials that are not approved by Atlassian. Atlassian in its sole discretion may edit or reject any Materials proposed by Sponsor for presentation at any time after receipt. Sponsor will ensure that all Materials are accurate, correct and complete and do not contain any information which may cause offense to any person or which is defamatory to any person. Sponsor will ensure that the content of all Materials complies with all applicable laws. Sponsor warrants that the Materials do not infringe the intellectual property rights of any third party and that it is the owner or duly authorized licensee of the Materials. Sponsor hereby grants to Atlassian a non-exclusive, royalty free license to use the Materials in connection with the Conference. While Atlassian will take all reasonable care in relation to the production of material and information incorporating the Material, Atlassian will not in any event be responsible to Sponsor for any omissions, misquotations or other errors which may occur. Atlassian reserves the right to refuse to use any Material in relation to the Conference and may remove or delete such Material without liability to Atlassian.
3. **Attendee Data.**
 - 3.1 **Use and Protection of Attendee Data.** Sponsor acknowledges and agrees that it will handle or process Attendee Data in accordance with this Agreement and all applicable laws. For clarity, Sponsor may use Attendee Data for the purpose of marketing Sponsor’s own products, services, and events. Except as may be permitted in writing by Atlassian, Sponsor will not sell, disclose, or share any Attendee Data (or any part or derivative thereof) with anyone else. “**Attendee Data**” means any data of Conference attendees that is provided by Atlassian to Sponsor or Processed (as defined herein) by Sponsor on behalf of Atlassian, including any Personal Data. “**Personal Data**” includes but is not limited to: (a) first and last name; (b) home or other physical address; (c) telephone number; (d) email address or online identifier associated with an individual; (e) information about an individual’s computer or mobile device or technology usage, including (for example) IP address, MAC address, unique device identifiers, unique identifiers set in cookies and any information passively captured about a person’s online activities, browsing, application or hotspot usage or device location; (f) social security number, passport number, driver’s license number, or similar identifier; (g) credit or debit card number; (h) employment, financial or health information; (i) “personal data” as defined by European law; and (j) any other information relating to an identified or identifiable individual that is combined with any of the foregoing. For the purposes of this Agreement, information about an individual in the business context is considered Personal Data. For example, business contact information is considered Personal Data. “**Process**” or “**Processing**” means to collect, access, use, store, destroy, reproduce, disclose or otherwise handle or process data or information.
 - 3.2 **Security Program.** Sponsor represents and warrants that it has implemented and shall maintain an information security program (which shall include policies and processes) that is equal to or higher than applicable industry standard to ensure the security, processing, integrity, confidentiality and privacy of the systems storing and processing Attendee Data.
 - 3.3 **Notification of Security Breach.** In the event of a Security Breach (as defined below) of Sponsor impacting the Attendee Data, Sponsor will notify Atlassian immediately. Such notice will describe the breach, the status of Sponsor’s investigation, and, if applicable, the potential number of persons affected. In addition, such notice shall include a detailed description of the incident, the type of Personal Data that was the subject of the Security Breach, and any other information that Atlassian may reasonably request concerning Attendee Data or the details of the Security Breach. Sponsor will not communicate with any third party regarding any Security Breach except as (a) required by applicable law (with prompt written notice to Atlassian); or (b) specified by Atlassian. Sponsor agrees to act promptly, at its own expense to investigate the incident and to identify, prevent and mitigate the effects of any such Security Breach, and

to carry out any recovery necessary, in its reasonable judgement, to remedy the impact, including providing notification to all individuals affected by such Security Breach if Sponsor is obligated to do so under applicable law (with prompt written notice to Atlassian) or if so requested by Atlassian. Atlassian may communicate with Sponsor regarding any such Security Breach. For the purposes of this sub-section, the term "**Security Breach**" means a potential or confirmed exposure that could lead to unauthorized or inappropriate collection, use, access, disclosure or modification of Attendee Data. In the event of a Security Breach Sponsor will reasonably cooperate with Atlassian so that Atlassian may determine its legal obligations with respect to notifying impacted individuals, regulators, and/or law enforcement, if any. Sponsor shall provide Atlassian any documentation reasonably necessary to make such communication(s).

3.4 EU-U.S. Privacy Shield Framework; Handling of European Data. The parties agree that this subsection shall only apply if Sponsor will Process Personal Data about individuals located in the European Union ("**EU**").

- (a) Sponsor agrees that it will operate as a Data Processor (as defined below) for Atlassian and will only Process such Personal Data as necessary for the limited and specified purposes identified in this Agreement. "**Data Processor**" means a natural or legal person, public authority or other body which processes Personal Data (as defined above) on behalf of the Controller. "**Controller**" means the natural or legal person, public authority, agency or other body which, alone or jointly with others determines the purposes and means of the Processing of Personal Data (in each case, as defined below).
- (b) Sponsor hereby agrees, with respect to Attendee Data covered by "**Privacy Shield**" (as further defined at <https://www.privacyshield.gov/EU-US-Framework>, as may be updated from time to time) to (i) Process such data in accordance with Privacy Shield Principles (as defined by the U.S. Department of Commerce); and (ii) submit to the investigatory and other jurisdiction of the U.S. Federal Trade Commission and/or data protection authorities in the EU to the same extent that such investigatory and other jurisdiction would apply to Atlassian under Privacy Shield. As applicable, based on the nature of the Processing, Sponsor also agrees to assist Atlassian in responding to individuals exercising their rights under the Privacy Shield Principles.
- (c) If Sponsor has a current Privacy Shield certification with the U.S. Department of Commerce, Sponsor represents and warrants that its Privacy Shield certification covers the Personal Data that Sponsor receives or accesses in the United States, and that it will maintain its Privacy Shield certification during the term of the Agreement. Sponsor shall provide written notification at least 90 days in advance before it withdraws from or otherwise no longer maintains a current certification to the Privacy Shield, at which time Atlassian may require Sponsor to adopt additional protections for Personal Data. Sponsor agrees to immediately notify Atlassian if it determines that it can no longer meet its obligations under Privacy Shield.
- (d) If Sponsor does not have a Privacy Shield certification with the U.S. Department of Commerce, Sponsor agrees:
 - (i) to accept additional data privacy and security terms as instructed by Atlassian from time to time as necessary to address applicable data protection, privacy or security laws regarding Personal Data, including but not limited to the European Commission Standard Contractual Clauses for Data Processors (2010/87/EU);
 - (ii) to immediately notify Atlassian if it determines that it can no longer meet its obligations under such additional data privacy and security terms instructed by Atlassian (as applicable);
 - (iii) to comply (and to compel all Third Party Service Providers (as defined below) to comply) with all reasonable instructions from Atlassian to rectify, delete and/or update any Personal Data and confirm within a reasonable time Sponsor's compliance with this request; and
 - (iv) in the event that an Conference attendee, vendor or agent or any other third party contacts Sponsor or a Third Party Service Provider with an inquiry, request or complaint regarding Atlassian's, Sponsor's or any Third Party Service Provider's Processing of Personal Data, Sponsor will promptly forward such privacy-related inquiry to Atlassian, and will do so at least within three (3) business days of the privacy inquiry, and will only take action and respond to such privacy inquiry as specifically approved by Atlassian. For the purposes of this sub-section, the term "**Third Party Service Provider**" means any Sponsor contractors, subcontractors, authorized agents, vendors and third party service providers with access to Attendee Data.
- (e) In the event of Sponsor's breach of this Section 3.4, Atlassian shall have the right to terminate this Agreement immediately.

3.5 Deletion and Return of Attendee Data. Upon Atlassian's request at any time, unless prohibited by Laws, Sponsor will provide all information, cooperation and assistance to Atlassian to orderly return or transfer, or securely delete or destroy (as applicable) any or all Attendee Data and Atlassian Confidential Information in its possession or control, including without limitation specific Attendee Data or Atlassian Confidential Information as may be requested by Atlassian. In the event Atlassian requests that Sponsor delete or destroy Attendee Data and Atlassian Confidential Information, Sponsor shall provide a written certification from a corporate officer regarding such deletion or destruction upon request by Atlassian. In addition, during the term of the Agreement and for three (3) months thereafter, at Atlassian's request, Sponsor will provide a file of all Attendee Data in a standard format specified by Atlassian.

4. **Limitation of Liability.** NEITHER ATLISSIAN NOR HOTEL PORTA FIRA SHALL BE HELD LIABLE FOR ANY DAMAGE, INJURY OR LOSS TO SPONSOR'S PROPERTIES OR REPRESENTATIVES PARTICIPATING IN THE CONFERENCE WHERE SUCH DAMAGE, INJURY OR LOSS DOES NOT ARISE SOLELY FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF ATLISSIAN. IN NO EVENT AND UNDER NO LEGAL THOERY SHALL ATLISSIAN OR ITS SUPPLIERS BE LIABLE TO SPONSOR FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL ATLISSIAN'S TOTAL LIABILITY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT EXCEED THE SPONSORSHIP FEES PAID BY SPONSOR.
5. **Indemnification.** Sponsor agrees to indemnify and hold harmless Atlassian, as well as its officers, directors, employees, agents and consultants from any and all claims, losses, damages, liabilities, judgments, or settlements, including attorney's fees, costs and other expenses in connection with the Conference that are related to (i) the Sponsor's negligent acts or omissions or (ii) a breach of this Agreement.
6. **Waiver.** Sponsor expressly (i) waives all rights, if any, to assert any claims against Atlassian, Hotel Porta Fira and their parents, subsidiaries, affiliates, members, successors, employees, representatives and (ii) releases such parties from all liability for (a) property damage of any kind and for any reason and (b) any personal injury, including death or other loss, for any reason, provided, however, such damage or injury is not due to the gross negligence or willful misconduct of Atlassian, Hotel Porta Fira, any of their parents, subsidiaries, affiliates, members or employees. Sponsor accepts all responsibility for any injury or public liability incurred as a direct result of or relating to the Conference, except to the extent caused by the gross negligence or willful misconduct of Atlassian or Hotel Porta Fira.
7. **Insurance.** For the duration of the Conference, Sponsor shall maintain a Comprehensive General Liability Insurance policy with contractual liability coverage and combined single limits in the limited amount of USD\$2,000,000 per occurrence for personal injury and property damage. Such insurance shall provide coverage insuring against loss, damage or liability for injury or death to persons and loss or damage to property and shall not exclude property of Hotel Porta Fira. Atlassian, Hotel Porta Fira, together with their respective owners and operators, shall be included in such policies as additional named insureds. Sponsor acknowledges that neither Atlassian, Hotel Porta Fira, nor their respective owners and operators, maintain insurance covering Sponsor's property and that it is the sole responsibility of Sponsor to obtain business interruption and property damage insurance covering any losses by Sponsor.
8. **Independent Contractors.** The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other.
9. **Termination; Cancellation.**
 - a. Atlassian reserves the right to cancel the Conference or to terminate this Agreement for any reason at any time upon written notice to Sponsor. Upon cancellation of the Conference or termination of the Agreement by Atlassian, Atlassian's sole liability to Sponsor, and Sponsor's exclusive remedy, shall be a refund of any Sponsorship Fees actually paid by Sponsor under this Agreement.
 - b. Sponsor may cancel this Agreement at any time upon written notice to Atlassian, subject to the following cancellation charges: If cancellation notice is received by Atlassian in writing on or before the date which is the 30th day prior to the Conference Start Date, Atlassian is entitled to retain if already paid (or Sponsor is required to pay if no payment has been made) as a cancellation charge an amount equal to fifty percent (50%) of the Sponsorship Fees, and if such notice is received by Atlassian less than thirty (30) days prior to the Conference Start Date, Atlassian is entitled to retain (if already paid) or Sponsor is required to pay (if full payment has not been made) a cancellation charge equal to the entire Sponsorship Fee (or the balance of the Sponsorship Fees if a partial payment was already paid). Cancellations by Sponsor must be received in writing and sent to **Atlassian, Attn: Angie Smith 1098 Harrison Street, San Francisco, CA 94103 USA.**
10. **Completed Agreement.** All completed Agreements should be sent to Sponsorship@atlassian.com for processing. An authorized representative for Atlassian will return a countersigned copy to the Sponsor upon Atlassian's acceptance of the Agreement. Atlassian reserves the right, in its sole discretion, to decline to accept any Application.
11. **Force Majeure.** Neither Atlassian nor Hotel Porta Fira shall have any liability for any failure to perform its obligations hereunder where such failure to perform was due to any riot, strike, civil disorder, act of war, act of God or any other cause of any kind whatsoever not within Atlassian's reasonable control.
12. **Miscellaneous.** Sponsor shall comply with all laws, ordinances, Rules and Regulations in the Exhibitor Resource Center through the duration of the Conference. Atlassian reserves the right to refuse any person entry to the Conference or to remove any person from the Conference at any time. By signing this Agreement, Sponsor authorizes Atlassian to provide contact information including Sponsor's address, phone number, e-mail address and contact name to any service vendor contracted to conduct work at the Conference. This Agreement constitutes the complete agreement between the parties

and supersedes all prior or contemporaneous agreements or representations concerning the subject matter hereof. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof. Unless waived by Atlassian in its sole discretion, the jurisdiction and venue for any action arising out of or relating to the subject matter of this Agreement shall be the California state and United States federal courts located in San Francisco, California, and both parties hereby submit to the personal jurisdiction of such courts. Sponsor may not assign or transfer this Agreement. If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. This Agreement can only be modified in a written document signed by Atlassian and Sponsor. No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same. Sections 3 through 11 hereof and any accrued rights to payment and remedies for breach of this Agreement shall survive, in accordance with their terms, the completion of the Conference or the expiration or termination of this Agreement.

Exhibit A
Atlas Camp 2018 Sponsor Benefits

Payment Terms: All Sponsorship Fees are due and payable as follows: either (a) within thirty (30) days after the Atlassian invoice date, or (b) the Conference Start Date; whichever is sooner, and all amounts shall be paid in accordance with the instructions on the applicable invoice. Atlassian will produce one (1) invoice for Sponsorship Fees. All Sponsorship Fees should be settled and sent in EUR. If Sponsor transfers payment in currency other than EUR, Sponsor will be responsible for any shortage of funds received, as calculated using the spot rate on the date that funds are received in addition to any additional bank fees charged. Except as otherwise agreed in writing between Sponsor and Atlassian, if such payment is not received within thirty (30) days prior to the Conference Start Date, Atlassian (i) may withhold any and all sponsorship and marketing benefits, (ii) shall be relieved of its obligations under this Agreement and/or (iii) may terminate this Agreement pursuant to Section 8. If this Agreement is terminated pursuant to this paragraph, Sponsor shall not be entitled to any refunds from Atlassian for any payments made under this Agreement.

Sponsor may purchase additional sponsorship and/or marketing benefits upon written approval by Atlassian and payment therefor by Sponsor. Such purchase of additional sponsorship benefits shall be governed by the terms of this Agreement.

Sponsor is responsible for payment of all taxes, including VAT. Prices quoted are exclusive of VAT (where applicable).

Sponsorship Packages (as further described in the Atlas Camp 2018 Prospectus)	Cost (EUR)
Atlas Camp Happy Hour Sponsor	€1200

* Additional Packages & AMOs may be added at Atlassian's discretion.

** Sponsors must obtain Atlassian's approval before selling or offering gratis food or drink at its booths or in AMOs during the Conference.