Data Processing Agreement

Template for customers of Clearlane apps for Jira and Confluence Cloud

Clearlane
clearlaneapps.com

Parties

The Customer (the "Controller"): the organisation named in the signature block, which uses one or more Clearlane apps on its Atlassian cloud site.

Clearlane (the "Processor"): Maxime Ragionieri EI, a sole proprietorship registered in France (SIREN 500 099 320), 40 rue Bourges, 72000 Le Mans, France, publishing under the brand Clearlane. Contact: hello@clearlaneapps.com.

This Data Processing Agreement ("DPA") supplements the Clearlane licence terms (clearlaneapps.com/terms) and the Atlassian Marketplace terms under which the Customer licenses the apps (together, the "Agreement"). It sets out the terms required by Article 28 of Regulation (EU) 2016/679 ("GDPR") and, where relevant, the UK GDPR and the Swiss Federal Act on Data Protection.

1. How the apps work, and why this matters

Clearlane apps are built on Atlassian Forge and run on Atlassian's infrastructure ("Runs on Atlassian"). Clearlane operates no servers. The apps read Jira or Confluence content inside the Customer's site, with the permissions of the person using them (exceptions are listed at clearlaneapps.com/security), and keep their records in Atlassian's Forge storage for that site. The apps make no network call outside Atlassian and send no content to Clearlane or to any third party. Clearlane has no technical access to the Customer's site or to the data the apps keep there.

As a result, Clearlane processes personal data on the Customer's behalf only through the apps, whose code Clearlane writes and Atlassian runs and hosts for the Customer's site. Annex 1 describes this processing.

Data the Customer keeps in Jira or Confluence itself is governed by the Customer's own agreement with Atlassian and is outside this DPA.

Support is also outside this DPA: when the Customer's staff contact Clearlane (help centre or e-mail), Clearlane handles their requests, and any screenshot or file they choose to attach, as a controller, under its privacy policy (clearlaneapps.com/privacy), which names the providers involved and how long messages are kept. Clearlane uses attachments only to answer the request and never enters them into its AI assistant. The Customer should send support only what a request needs, and no special category data.

2. Instructions

Clearlane processes personal data only on the Customer's documented instructions, which are the Agreement, this DPA and the Customer's use and configuration of the apps, including with regard to transfers to third countries, unless Union or Member State law requires otherwise; in that case Clearlane informs the Customer first, unless the law forbids it. Clearlane immediately informs the Customer if, in its opinion, an instruction infringes data protection law.

3. Confidentiality

Clearlane is a sole proprietorship with no employees. The only person authorised to process personal data on Clearlane's behalf is its owner, who is bound by confidentiality. If Clearlane engages any other person, that person will be bound by confidentiality before receiving access.

4. Security

Clearlane applies the technical and organisational measures in Annex 2, taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of the processing. Clearlane may update these measures as long as the overall level of protection is not reduced.

5. Sub-processors

The Customer gives Clearlane general authorisation to use the sub-processors listed in Annex 3. Clearlane informs the Customer at least 30 days before adding or replacing a sub-processor, by updating its sub-processor list and by e-mail to the Customer's contact if the Customer asks to be notified. The Customer may object on reasonable data protection grounds within that period; if no solution is found, the Customer may stop using the affected app, and Clearlane's sole obligation is to cooperate with that decision. Clearlane imposes on each sub-processor, by contract, data protection obligations equivalent to those in this DPA, in particular sufficient security guarantees. Clearlane remains responsible to the Customer for its sub-processors' obligations. Where the sub-processor is Atlassian, its obligations are set by Atlassian's published terms, which Clearlane cannot negotiate individually.

6. Assistance

Taking into account the nature of the processing, Clearlane assists the Customer: (a) in answering requests from data subjects, mostly by explaining how the Customer's site administrators can find, export or erase the data an app keeps (the apps keep it inside the Customer's site, so the Customer can act on it directly); Clearlane forwards to the Customer any request it receives about the Customer's data; (b) with security, breach notification, data protection impact assessments and prior consultations, by providing the information it holds.

7. Personal data breaches

Clearlane notifies the Customer without undue delay after becoming aware of a personal data breach affecting the Customer's data, with the information then available (nature of the breach, categories and approximate number of data subjects and records, likely consequences, measures taken or proposed, contact point), and completes it as it becomes available. Clearlane also reports security incidents to Atlassian under Atlassian's guidelines for Marketplace partners.

8. Deletion and return

When an app is uninstalled, Atlassian deletes the data the app kept in the Customer's site after Atlassian's retention period. Before uninstalling, the Customer can export evidence files (PDF or CSV) from the quality apps.

9. Audits

Clearlane makes available to the Customer the information needed to demonstrate compliance with Article 28 GDPR, including this DPA, its security and privacy policies, its answers to security questionnaires and, on request, a description of the checks run before each release. Clearlane allows and contributes to audits, including inspections, by the Customer or an independent auditor it mandates, bound by confidentiality, with at least 30 days' notice, during business hours, at the Customer's cost and no more than once a year, unless a supervisory authority requires it or a personal data breach occurred. Audits of Atlassian's infrastructure are governed by Atlassian's own terms and reports.

10. International transfers

Clearlane itself is established in France and processes personal data in the European Union. Its sub-processors may process data outside the European Economic Area; such transfers rely on the EU–US Data Privacy Framework or the European Commission's standard contractual clauses, as described in Annex 3. Data the apps keep in Forge storage follows the data residency of the Customer's Atlassian site where the Customer has pinned it.

11. Liability, term and precedence

Liability under this DPA is subject to the limitations in the Agreement, except where law forbids such a limitation. This DPA applies for as long as Clearlane processes personal data on the Customer's behalf. In case of conflict, this DPA prevails over the Agreement on data protection matters. This DPA is governed by French law, and the courts of Le Mans, France, have jurisdiction, unless the Agreement provides otherwise.

Signatures

For the Customer	For Clearlane
Organisation:	Maxime Ragionieri EI (Clearlane)
Name:	Name: Maxime Ragionieri
Title:	Title: Owner
Date:	Date:
Signature:	Signature:

Annex 1 — Details of the processing

Subject matter	Providing the Clearlane apps licensed by the Customer.
Duration	The term of the licence, then until deletion as set out in section 8.
Nature and purpose	Through the apps: reading Jira or Confluence content to display results; keeping the records each app needs (for example signatures, read confirmations, CAPA or risk records, test results, budgets) in Atlassian's Forge storage for the Customer's site; short-lived caches and usage counters; reminders sent through Jira's or Confluence's own notifications.
Categories of data subjects	Users of the Customer's Atlassian site; people named in the Customer's records (for example owners, approvers, readers, testers).
Types of personal data	Atlassian account IDs; display names, including the names shown at signing; dates and actions recorded in audit trails; salted one-way keys used for caches and counters; signing passwords stored only as a salted scrypt hash in Atlassian's secret storage. Per-app details: clearlaneapps.com/privacy.
Special categories	None intended. The Customer should not place special category data in records kept by the apps.
Location	Atlassian's Forge infrastructure for the Customer's site (following its data residency where pinned).

Annex 2 — Technical and organisational measures

Architecture. 100 % Atlassian Forge, Runs on Atlassian; no Clearlane servers; no network call outside Atlassian; no customer content copied, sent or stored outside Atlassian.

Encryption. Data kept by the apps is stored in Atlassian's Forge storage, encrypted at rest (AES-256) and in transit (TLS 1.2 or higher) by Atlassian.

Access control. Atlassian signs users in, so the Customer's single sign-on, two-step verification and user management apply. The apps act with the permissions of the person using them; the few tasks that run with the app's own access (for example daily reminders) are listed in the security policy and check the person's rights first. Each app requests only the permissions its features use. Clearlane has no access to the Customer's site and never asks for passwords, API tokens or other secrets.

Electronic signatures. Signing passwords are kept only as a salted scrypt hash in Atlassian's secret storage; signing locks after repeated failures.

Data minimisation. Caches keep only what was just shown, under salted one-way keys, for at most 10 minutes to 24 hours depending on the app; usage counters from 2 hours to 7 days depending on the app. Apps that keep account IDs report them to Atlassian every week and erase them when an account is closed.

Logging. Application logs hold technical counters only, never customer content. Quality apps keep an audit trail visible to the Customer.

Secure development. For every release: automated tests of each workflow, runs on a real Atlassian site, an access test with an account that has no rights, a security review of the code and a dependency audit; a software bill of materials (CycloneDX) is kept for each release. Dependencies are audited again every week.

Accounts and workstation. Multi-factor authentication on the Atlassian, Apple and Cloudflare accounts that can change the apps, their code or the website; development workstation with full-disk encryption (BitLocker), up-to-date operating system and anti-malware.

Vulnerabilities and incidents. Reports through the help centre ("Report a security issue") or hello@clearlaneapps.com; fixes within the deadlines of Atlassian's Security Bug Fix Policy (critical: 10 days); written incident response plan, including reporting to Atlassian and informing affected customers.

Continuity. The apps run on Atlassian's platform and keep running independently of Clearlane's own systems; the Customer's data stays in its site; source code is kept in two separate encrypted locations.

Annex 3 — Sub-processors

Sub-processor	Service	Data	Location and transfer safeguard
Atlassian (Atlassian Pty Ltd and affiliates)	Runs and hosts the apps (Forge compute and storage) for the Customer's site	Data kept by the apps (Annex 1)	Atlassian cloud regions, following the site's data residency where pinned; EU–US Data Privacy Framework and standard contractual clauses

Not sub-processors for Customer data: Cloudflare hosts the clearlaneapps.com website (visitors' technical data only; no cookies); Brevo sends product update e-mails only to people who subscribed themselves. Neither receives any data from the apps.

Support and licence data, which Clearlane handles as a controller under its privacy policy (section 1), are outside this DPA: Atlassian, in that separate role, runs the Clearlane help centre and shares Marketplace licence contacts; Apple hosts Clearlane's e-mail (iCloud Mail) and Anthropic provides the AI assistant (Claude) that Clearlane uses to prepare its answers, both under their own terms.