

# StonikByte Master Services Agreement (MSA)

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**Between StonikByte SRL and Licensee**

**Effective Date:** March 12, 2026

**Parties:**

- **StonikByte:** StonikByte SRL, a limited liability company with headquarters at Str. Mihail Sebastian, Nr. 37C, Ap. 10, Sector 5, Bucharest, Romania, referred to throughout this Agreement simply as “StonikByte.”
- **Licensee / Customer** (“Customer”): any person or legal entity that uses, accesses, or receives StonikByte SRL services or products, including but not limited to licensed software, SaaS offerings, maintenance, or professional services.

## 1. Purpose

1.1 This Master Services Agreement (“Agreement”) governs the provision of software, services, maintenance, and support by StonikByte to the Customer. This Agreement is **product-agnostic** and applies to any product licensed or delivered by StonikByte to the Customer.

1.2 By installing, accessing, or using any StonikByte product or service, the Customer acknowledges and agrees to be bound by this MSA, together with the applicable product EULA(s).

## 2. Incorporation of Product EULAs

2.1 Each product licensed or used under this Agreement is governed by its **own End-User License Agreement (EULA)**. The applicable EULA is incorporated by reference.

2.2 By using a licensed product, Customer acknowledges and agrees to be bound by both this MSA and the applicable product EULA(s).

2.3 Precedence: In the event of any conflict between this MSA and any product EULA, the MSA governs with respect to **security, privacy, data protection, compliance, and enterprise operational obligations**.

### 3. Scope of Services

- 3.1 StonikByte will provide software and services as licensed or agreed with Customer.
- 3.2 StonikByte will provide maintenance and support for licensed products in accordance with the terms of the applicable product EULA, license or subscription type, or other written agreement between the parties.
- 3.3 Professional services may be provided by StonikByte upon mutual written agreement, including implementation, integration, or consulting.

### 4. Security and Compliance

- 4.1 StonikByte will implement **reasonable administrative, physical, and technical safeguards** to protect Customer data.
- 4.2 Upon request, StonikByte may provide **summary information or reports** regarding its security practices.
- 4.3 Customer may request information regarding StonikByte's **security controls**, subject to reasonable notice and confidentiality.
- 4.4 StonikByte will **notify Customer of any known security incidents or data breaches** affecting Customer data in a timely manner after becoming aware of the incident.

### 5. Data Protection

- 5.1 To the extent that any licensed product or service involves personal data, StonikByte will act as a **data processor**, and Customer will act as a **data controller**, in accordance with applicable data protection laws (e.g., GDPR).
- 5.2 Personal data shall be processed solely to provide the functionalities of the licensed product(s) or services.
- 5.3 Customer may request a **custom Data Processing Agreement (DPA)**, which must be **executed by both parties** to govern processing of personal data.
- 5.4 The roles, obligations, and rights regarding personal data processing are further detailed in the **applicable product EULA**.

### 6. Fees and Payment

- 6.1 Customer agrees to pay all fees specified for the licensed products and services.

6.2 Fees may be provided in the applicable product EULA or as otherwise agreed in writing between the parties.

6.3 Non-payment may result in suspension or termination of access, consistent with the applicable product EULA.

6.4 All fees are exclusive of applicable taxes.

## 7. Confidentiality

7.1 Each party shall maintain the confidentiality of the other party's confidential information and shall not disclose such information without prior written consent, except where disclosure is required by applicable law, regulation, court order, or governmental authority.

7.2 Confidential information excludes information that is publicly available, already known, or independently developed.

## 8. Term and Termination

8.1 **Term:** This Agreement continues until terminated by either party upon 30 days' written notice.

8.2 **Termination for cause:** Material breach of this Agreement or any applicable product EULA, including non-payment or violation of security obligations.

8.3 Upon termination, Customer shall **cease use of all licensed products** in accordance with their respective EULAs.

8.4 Termination of this MSA may result in termination of rights under the applicable product EULAs, subject to the terms of those EULAs.

8.5 Force Majeure: Neither party shall be liable for failure or delay in performing obligations due to events beyond reasonable control, including but not limited to natural disasters, war, terrorism, labor disputes, internet outages, or governmental actions.

## 9. Warranties and Limitation of Liability

9.1 Software is provided "**as-is**", subject to the applicable EULA.

9.2 StonikByte warrants that **services will be performed in a professional manner** consistent with reasonable industry standards.

9.3 Limitation of liability: Neither party shall be liable for indirect, incidental, or consequential damages. The total liability of either party arising under this Agreement shall not exceed the fees paid by Customer to StonikByte in the twelve (12) months preceding the claim.

## 10. Intellectual Property

10.1 All software and intellectual property rights remain with StonikByte as per the applicable EULA.

10.2 Customer retains ownership of **Customer Data**.

10.3 Any enhancements, customizations, or derivative works created for Customer remain with StonikByte unless expressly assigned in writing.

## 11. Publicity

11.1 Customer acknowledges that certain products may include publicity or marketing provisions in the applicable EULA, and any use of Customer name, logo, or testimonials will be governed solely by the terms of the applicable product EULA.

## 12. Governing Law and Dispute Resolution

12.1 This Agreement is governed by Romanian law.

12.2 Disputes will first be attempted to be resolved amicably. If unresolved, disputes shall be submitted to the competent courts of Bucharest, Romania.

## 13. Miscellaneous

13.1 **Assignment:** Neither party may assign this Agreement without consent, except in the case of merger, acquisition, or corporate reorganization.

13.2 **Entire Agreement:** This MSA, together with applicable product EULAs, any executed Data Processing Agreement (DPA), and any order forms or other written agreements between the parties, constitutes the entire agreement between the parties regarding the subject matter herein.

13.3 **Amendments:** Must be in writing and signed by both parties.

13.4 **Survival:** Sections on **confidentiality, data protection, liability, and governing law** survive termination.

13.5 **Custom MSA:** Customer may request a **customized version of this Agreement** by contacting StonikByte at [office@stonikbyte.com](mailto:office@stonikbyte.com). Any custom MSA executed in writing

and signed by both parties will **supersede this generic MSA** for the applicable products and services.

13.6 **Survival of Obligations on EULA Termination:** Certain obligations under this Agreement, including but not limited to **confidentiality, data protection, liability, and governing law**, shall **survive the termination of this MSA or any applicable product EULA**.

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Should you have any questions concerning this MSA, please contact StonikByte at [office@stonikbyte.com](mailto:office@stonikbyte.com).

MSA v.1.0