

# StonikByte Master Services Agreement (MSA)

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## Between StonikByte SRL and Licensee

**Effective Date:** May 08, 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 in this Agreement as “StonikByte.”
- **Licensee / Customer** (“Customer”): means the legal entity, or if no legal entity is designated, the individual, that purchases, accesses, or uses StonikByte SRL products or services, including 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 “Authorized Users” means employees, contractors, or other individuals authorized by Customer to access or use the products and services on Customer’s behalf. Customer and its Authorized Users may install, access, and use StonikByte products and services in accordance with this MSA and the applicable EULAs. Customer is responsible for its Authorized Users’ compliance with this MSA and the applicable EULAs.

1.3 **Order of Precedence.** In the event of any conflict between the documents forming this Agreement, the following order of precedence shall apply:

- (a) Order Documentation (including order forms, quotes, and invoices),
- (b) this Master Services Agreement,
- (c) the End User License Agreement (EULA), and
- (d) any other policies or documentation.

## 2. Incorporation of 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 EULAs.
- 2.3 In accordance with Section 1.3 (Order of Precedence), the MSA governs with respect to security, privacy, data protection, compliance, and enterprise operational obligations. For the purposes of this Agreement, “enterprise operational obligations” refers to Customer responsibilities related to the operation, configuration, and maintenance of its environment, including user management, access control, and compliance with applicable documentation and policies. For clarity, these obligations do not include obligations of StonikByte, which are governed separately under this Agreement.

## 3. Scope of Services

- 3.1 StonikByte will provide products and services as licensed or agreed with Customer.
- 3.2 StonikByte will provide maintenance and support for licensed products and services in accordance with the applicable license or subscription type, support policies, and any other written agreement between the parties, as applicable.
- 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 EULA**.

## 6. Fees and Payment

- 6.1 Customer agrees to pay all fees for the licensed products and services as specified in the applicable order form, quote, or invoice issued by StonikByte, Atlassian, or an authorized reseller, as applicable.
- 6.2 Billing, payment processing, and applicable payment terms shall be governed by the terms of the entity issuing the applicable order form, quote, or invoice.
- 6.3 Non-payment may result in suspension or termination of access in accordance with the terms of the entity responsible for billing and the applicable 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, unless otherwise specified in the applicable order documentation or subscription terms.
- 8.2 **Termination for cause:** Material breach of this Agreement or any applicable EULA, including non-payment or violation of security obligations.
- 8.3 Upon termination, Customer shall **cease all use of the products and services** in accordance with the applicable EULAs.
- 8.4 Termination of this MSA may result in termination of rights under the applicable 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 Except as expressly stated in this Agreement or the applicable EULA, the products and services are provided "**as is**" and "**as available,**" and StonikByte disclaims all implied warranties to the maximum extent permitted by applicable law, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 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 for the services in the twelve (12) months preceding the claim, regardless of whether such fees were paid to StonikByte, Atlassian, or an authorized reseller, except in cases of willful misconduct or fraud.
- 9.4 The limitations and exclusions of liability set forth in this Agreement apply to all claims arising out of or in connection with the services, including those arising under the EULA or any other related document.

## 10. Intellectual Property

- 10.1 All software and intellectual property rights remain with StonikByte, subject to 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 EULA.

## 12. Governing Law and Dispute Resolution

- 12.1 This Agreement is governed by Romanian law.
- 12.2 The parties shall first attempt to resolve disputes 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 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:** This Agreement may be amended only by a written agreement signed by both parties.
- 13.4 **Updates:** StonikByte may update this Agreement from time to time by publishing a revised version. Such updates will apply to new orders and upon renewal of existing subscriptions. The version of the Agreement in effect at the time of purchase will continue to apply during the then-current subscription term.
- 13.5 **Ancillary Documents:** StonikByte may update ancillary documents, including support policies and documentation, from time to time. Such updates will not materially reduce the level of service during the then-current subscription term.

- 13.6 **Survival.** Any provisions of this Agreement which by their nature should survive termination or expiration of this Agreement shall survive, including without limitation provisions relating to confidentiality, data protection, intellectual property, payment obligations, limitations of liability, and governing law.
- 13.7 **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.
- 13.8 **Effect of EULA Termination.** Termination or expiration of any applicable EULA shall not affect any provisions of this Agreement that are intended to survive such termination or expiration.

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

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