# **Data Processing Agreement**

#### Screen Studio - Customer DPA

Version 1.0 - July 15, 2025

This Data Processing Agreement ("DPA") is pre-signed by Screen Studio and available for download by customers who require documentation of our data protection practices for their compliance needs. No customer signature is required - simply download and retain for your records. This DPA supplements and forms part of the Screen Studio Terms of Service ("Agreement") between:

**Timpler Adam Pietrasiak** trading as **Screen Studio** ("Data Processor")

Address: Skalskiego 10/92, 42-500 Będzin, Poland

Contact: team@screen.studio

and

The Customer identified in the Agreement ("Data Controller")

Effective Date: Upon Customer's download from

https://screen.studio/legal/download

# 1. Definitions

All capitalized terms not defined herein shall have the meaning set forth in the Agreement. In this DPA:

- "Applicable Data Protection Law" means GDPR, CCPA, and any other applicable data protection laws
- "GDPR" means Regulation (EU) 2016/679 (General Data Protection Regulation)
- "CCPA" means California Consumer Privacy Act of 2018
- "Personal Data" means any information relating to an identified or identifiable natural person
- "Processing" has the meaning given in the GDPR
- "Security Incident" means any breach of security leading to accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of Personal

#### Data

 "Sub-processor" means any third party engaged by Screen Studio to Process Personal Data

# 2. Processing of Personal Data

## 2.1 Scope and Roles

- Screen Studio acts as Data Processor for Personal Data contained in customer shared screen recordings by link, and account information
- Customer acts as Data Controller, determining the purposes and means of Processing
- This DPA applies to all Processing of Personal Data by Screen Studio on behalf of Customer

## 2.2 Processing Details

#### **Categories of Data Subjects:**

- · Customer's employees and contractors using Screen Studio
- Individuals whose data appears in Customer's screen recordings
- Customer's clients or users visible in recordings

### **Types of Personal Data Processed:**

- Account registration data (names, email addresses, company information)
- Shared links of screen recording export
- Usage metadata and analytics (when permitted)
- Support communications

# **Nature and Purpose of Processing:**

- Providing screen recording and editing services
- Hosting and delivering recording content
- Account management and authentication
- Technical support and service improvement

Billing and subscription management

#### **Duration of Processing:**

- For the term of the Agreement plus any retention period required by law
- Shared recording links: Until Customer requests deletion

#### 2.3 Customer Instructions

Screen Studio will Process Personal Data only in accordance with Customer's documented instructions, unless required by law to do otherwise. The Agreement and this DPA constitute Customer's complete instructions.

# 3. Security Measures

# 3.1 Technical and Organizational Measures

Screen Studio implements and maintains appropriate measures including:

#### **Technical Measures:**

- Encryption in transit (TLS 1.2+) and at rest
- Access controls and authentication
- Regular security updates and patches
- Infrastructure security via cloud providers
- Blur feature for professional video editing (see Section 3.2)

#### **Organizational Measures:**

- Confidentiality agreements with personnel
- Limited access on need-to-know basis
- Security awareness training
- Incident response procedures
- Regular security reviews

### 3.2 Blur Feature Clarification

- **Exported Recordings:** Blur applies destructive algorithm that permanently removes pixel data
- Project Files: Original unblurred recordings are retained
- **Customer Responsibility**: Ensure only exported files are shared when blur is used to hide content
- **Important Note**: This feature is designed for professional video editing, not for legal redaction or compliance purposes

# 4. Sub-processors

# **4.1 Authorized Sub-processors**

Customer consents to Screen Studio's use of the following Sub-processors:

Sub-processor	Purpose	Location	Safeguards
Adobe Podcast	Al voice improvement	USA	Standard Contractual Clauses
Amazon Web Services	Infrastructure & database	USA	Standard Contractual Clauses
Amie	Team calendar	Germany	Adequate Decision (EU)
Cloudflare	CDN & reverse proxy	USA	Standard Contractual Clauses
Featurebase	User feedback collection	Estonia	Adequate Decision (EU)
GitHub	Code repository	USA	Standard Contractual Clauses
Google Analytics	Website analytics	USA	Standard Contractual Clauses
June	Product analytics	USA	Standard Contractual Clauses
Lemon Squeezy	Payment processing & licensing	USA	Standard Contractual Clauses
Linear	Project management	USA	Standard Contractual Clauses

Sub-processor	Purpose	Location	Safeguards
Mixpanel	In-app analytics	USA	Standard Contractual Clauses
Neon Inc	Database services	USA	Standard Contractual Clauses
Notion	Documentation	USA	Standard Contractual Clauses
Plain	Customer support	UK	Adequate Decision
Plausible	Website analytics	Estonia	Adequate Decision (EU)
Raycast	Team snippets	UK	Adequate Decision
Sentry	Error monitoring	USA	Standard Contractual Clauses
Slack	Team communication	Ireland	Adequate Decision (EU)
Speechify	Al voice & transcripts	USA	Standard Contractual Clauses
Twilio Segment	App usage analytics	USA	Standard Contractual Clauses
Vercel	Application hosting	USA	Standard Contractual Clauses
WeTransfer	Debug file transfers	Netherlands	Adequate Decision (EU)

# 4.2 New Sub-processors

- Screen Studio will notify Customer of intended changes to Sub-processors
- Customer has 30 days to object to new Sub-processors
- If parties cannot resolve objection, Customer may terminate affected Services

# 5. International Data Transfers

## 5.1 Transfer Mechanisms

For transfers outside the EEA/UK, Screen Studio ensures appropriate safeguards:

• EU-approved Standard Contractual Clauses

- Adequacy decisions where applicable
- Customer consent where appropriate

# **5.2 Transfer Impact Assessment**

Available upon request for enterprise customers

# 6. Data Subject Rights

## **6.1 Assistance with Requests**

Screen Studio will:

- · Promptly notify Customer of any Data Subject request received
- Assist Customer in responding to requests (access, deletion, portability, etc.)
- Not respond directly to Data Subjects unless authorized by Customer

#### 6.2 Tools Available

- Account holders can access and export their data
- Deletion of shared links is possible for the user directly, and available through support request
- Blur feature for professional video editing

# 7. Security Incidents

### 7.1 Notification

- Screen Studio will notify Customer without undue delay and where feasible within 72 hours of becoming aware of a Security Incident
- Notification will include available information about the incident

# 7.2 Cooperation

Screen Studio will:

- Investigate the Security Incident
- Take reasonable steps to mitigate effects

- Provide reasonable assistance to Customer
- Document all Security Incidents

# 8. Compliance and Audit

# 8.1 Demonstrations of Compliance

Screen Studio will provide this data processing agreement for GDPR adherence.

# 9. Data Retention and Deletion

#### 9.1 Data Deletion

Screen Studio will delete Personal Data upon Customer's instruction:

- Account data: Upon account termination request
- Shared recordings: Upon deletion request

Please note, when deleted, there is not an option to restore.

# 9.2 Deletion Upon Termination

Upon termination, Screen Studio will:

- Delete or return all Personal Data at Customer's choice
- Provide confirmation of deletion upon request
- Exception: Retention required by law

# 10. Liability and Indemnification

# 10.1 Liability Cap

As set forth in the Agreement between the parties

### 10.2 Indemnification

Each party will defend and indemnify the other against claims arising from its breach of this DPA

# 11. California Privacy Rights (CCPA)

# 11.1 Additional Terms for California Personal Information

- Screen Studio is a "Service Provider" as defined by CCPA
- Will not sell California Personal Information
- Will not retain, use, or disclose for any purpose other than providing Services
- Will provide reasonable assistance with Consumer requests

## 12. General Provisions

#### 12.1 Modification

This DPA may only be modified in writing signed by both parties

#### 12.2 Conflict

In case of conflict between this DPA and the Agreement, this DPA prevails for data protection matters

# 12.3 Governing Law

As specified in the Agreement

## 12.4 Severability

If any provision is invalid, the remainder continues in effect

# Agreement

This DPA is pre-executed by Screen Studio and becomes effective when Customer downloads it from <a href="https://screen.studio/legal/download">https://screen.studio/legal/download</a>. By downloading and using this DPA for compliance purposes, Customer acknowledges and agrees to the terms herein.

### Screen Studio has executed this DPA as of July 15, 2025

Adam Pietrasiak

Owner, Timpler Adam Pietrasiak

#### Trading as Screen Studio

#### **Customer Acknowledgment:**

Customer's use of this DPA for their compliance needs constitutes acceptance of these terms. No additional signatures are required.

# **Appendix 1: Data Processing Description**

#### For Customer Records:

- Subject Matter: Processing of Personal Data in connection with Screen Studio Services
- 2. **Duration**: As specified in Section 2.4
- 3. Nature and Purpose: As specified in Section 2.2
- 4. Categories of Data: As specified in Section 2.2
- 5. Categories of Data Subjects: As specified in Section 2.2
- 6. **Customer Obligations**: Ensure lawful basis for Processing, provide necessary notices to Data Subjects
- 7. Customer Rights: Audit, instructions, data subject request assistance

This Data Processing Agreement was last updated on July 15, 2025