

# Master Subscription Agreement

Concluded by and between:

**Timpler Adam Pietrasiak**, address: ul. Skalskiego, nr 10, lok. 92, 42-500 Będzin, Poland, hereinafter referred to as "**Screen Studio**"

and

"**Client**" – data as given while placing the first Order under this Agreement.

## Section 1: Definitions

For the purposes of this Agreement, the Parties agree on the following definitions:

1. **PRODUCT** – Screen Studio software, whose purpose is to create professional screen recordings. A system consisting of interrelated programs, databases, documentation, etc., including compiled code and source code.
2. **DATA** – image and video files recorded, uploaded, downloaded, and processed **by the Client's devices** or software and through the Product.
3. **ORDERS** – orders for a specific subscription placed by the Client by an online form, describing the subscription plan for the Product.

## Section 2: Subject of the Agreement

1. The subject matter of the Agreement is to establish the terms and conditions under which the Client shall acquire access to the Product.
2. Detailed scope of the subscription will be described in Orders.
3. In the event of any inconsistency or conflict between the terms of the Master Subscription Agreement and the terms of any Order, the terms of the Master Subscription Agreement shall prevail.
4. Screen Studio will make the Product available to the Client pursuant to this Agreement and the applicable Orders. Screen Studio will use commercially reasonable efforts to make the Product available twenty-four hours a day, seven days a week, except during:

5. a planned downtime (of which Screen Studio will give advance notice by email delivered to the e-mail address provided by the Client upon concluding this Agreement); or
6. Force Majeure events.
7. The Parties agree that Screen Studio may modify the features and functionalities of the Product anytime. Screen Studio will not materially decrease the overall features and functionalities of the Product during the subscription term.
8. A Data Processing Agreement (DPA) is available as a standard part of the service. The DPA can be downloaded from our website (<https://screen.studio/legal/download>) without requiring signatures.

### **Section 3: Terms of use of the Product**

1. Access to use of the Product is restricted to a specified number of devices that are permitted to be used under Client's subscription, as detailed in an Order.
2. Logins cannot be shared or used by more than one individual per account but may be reassigned to new individuals replacing former individuals
3. The Client is responsible for maintaining the confidentiality of all logins.
4. The Client shall not use the Product by circumventing the applicable subscription plan. Screen Studio reserves the right to charge the Client for any overuse of the Product in violation of this Agreement or the subscription plan.
5. The Client shall be authorized to use the Product in accordance with the terms of this Agreement, Privacy and Cookie Policy and any usage limits set forth in the applicable Order and agree to comply with all the rules described in this Agreement (along with Schedules and usage guidelines).
6. The Client shall not transmit, submit or include any content in connection with the use of the Product or DATA that:
  - violates, infringes or misappropriates the rights of any person;
  - includes anything that is false, inaccurate, misleading or fraudulent;

- is defamatory, obscene, lewd, lascivious, filthy, violent, threatening, harassing, abusive, illegal or otherwise objectionable or inappropriate;
  - contains any viruses, Trojan horses, worms, time bombs or other computer programming routines intended to damage, interfere with, intercept or expropriate any system or data.
1. The Client agrees to use the Product only for purposes that are permitted by this Agreement and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
  2. Blur and Highlight Features: The Product includes blur and highlight features for professional video editing. The blur feature permanently removes pixel data in exported videos. These features are professional video editing tools and are not designed or warranted for privacy protection, legal redaction, or regulatory compliance purposes.

## **Section 4: Data Processing**

1. Data is processed based on the Data Processing Agreement, attached as Annex 1.

## **Section 5: Intellectual Property**

1. As between Screen Studio and the Client, and subject to the rights granted in this Agreement, Screen Studio owns all right, title and interest in and to the Product and all related software, works of authorship, logos, names, data generated from the Product, proprietary algorithms, designs, know-how, trade secrets, processes, models and methodologies, inventions (whether or not patentable), and all related documentation and materials, including any modifications, enhancements or improvements thereto, and all intellectual property rights in all of the foregoing ("Screen Studio Property"). All other rights in and to the Screen Studio Property not expressly granted herein are reserved by Screen Studio.
2. The Client agrees to give feedback on the Product ("Feedback"). All feedback, suggestions, and ideas provided by the Client relating to the Product, and all intellectual property rights associated with such feedback are the exclusive property of Screen Studio, and the Client irrevocably assigns all proprietary

interests to Screen Studio to the extent the Client acquires any such proprietary interests. Screen Studio may use such feedback without any obligation or compensation to the Client.

3. Screen Studio may include the Client's business name in a list of Screen Studio's clients. If a client does not wish to be included, they may request removal via Screen Studio team.

## **Section 6: Warranty**

1. Screen Studio disclaims all warranties of any kind, whether express or implied, regarding the Product. The Product is provided on an "as is" basis without warranty of any kind. Notwithstanding the foregoing, Screen Studio does not disclaim warranties implied by law that cannot be waived or excluded under the law applicable to this Agreement.
2. The Client is solely responsible for the DATA, and Screen Studio is not responsible for the DATA content whatsoever, with Screen Studio serving solely as a passive platform for the Client's online distribution and publication of the DATA. Screen Studio offers no guarantee with regard to DATA whatsoever, including but not limited to any guarantee that DATA will not be lost, compromised or damaged.
3. The Client acknowledges that the Product may not be available from time to time, on a scheduled or unscheduled basis.
4. Screen Studio does not warrant that its Product will meet the Client's business requirements or that it will be safe, secure, uninterrupted or error-free. Neither Screen Studio is responsible to you for any damage or loss of any kind resulting from your use of or inability to access or use the Product, including damage to your property (including your computer system or mobile device used in connection with the Product) or loss or corruption of data.

## **Section 7: Limitation of Liability**

1. To the maximum extent permitted by law, Screen Studio's aggregate liability under this Agreement will not exceed the total subscription fees paid by the Client to Screen Studio in the twelve months preceding the date the claim arose.

2. Except for the Client's payment obligations under this Agreement, in no event will either party be liable to the other for any special, incidental, punitive, indirect or consequential damages or for any loss of use, loss of data, loss of business, loss of profits, loss of revenue or loss of reputation, in each case whether or not such party has been advised of the possibility of such damages. However, this limitation on liability shall not apply to liability for death or personal injury to the extent that applicable law prohibits such a limitation and to damages caused by intentional misconduct or gross negligence.

## **Section 8: Indemnification**

1. The Client will defend, indemnify and hold Screen Studio harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from:
  - the Client's violation of this Agreement;
  - the Client's negligence or willful misconduct;
  - the Client's use of the Product in a manner not authorized by this Agreement;
  - DATA, the Client Information, or any combination thereof.

## **Section 9: Prices and payment**

1. All Products are prepaid except where otherwise noted in an Order. The Client shall pay to Screen Studio all subscription fees as described in Orders, unless Client presents evidence acceptable to Screen Studio that the charges were fraudulent.
2. The Client may cancel its subscription anytime, and the cancellation will be effective at the end of the then-current subscription term. For any questions regarding subscription, cancellation or otherwise regarding the fees charged by Screen Studio, please contact us by email ([team@screen.studio](mailto:team@screen.studio)).
3. All fees are payable in advance on a monthly or annual basis, depending on the selected subscription plan. Fees are non-refundable, and Screen Studio

will have no liability to the Client for refunding any fees charged or paid by the Client.

4. Fees are exclusive of all taxes. The Client is responsible for all applicable sales, use, value-added or other taxes or duties payable in connection with the fees due under this Agreement, other than taxes based on the net income of Screen Studio. If the Client is tax-exempt, then the Client will provide Screen Studio with all appropriate tax exemption certificates.
5. Annual subscription plans are discounted. If the Client upgrades or downgrades their subscription before the end of their annual subscription, their paid invoice will be prorated based on the days left in the annual subscription for the new pricing.
6. Auto-renewal: By purchasing a subscription, the Client agrees that at the end of the subscription period, Screen Studio will automatically charge the same payment method for a renewal subscription at the same annual rate and for the same term unless the Client cancels before the start of the renewal.

## **Section 10: Term and Termination**

1. This Agreement will commence on the Effective Date and will continue until terminated in accordance with the terms of this Agreement.
2. The subscription term shall commence on the date the Product is provisioned ("Provisioning Date") and will continue according to the subscription plan set forth in the applicable Order unless terminated.
3. Either party may terminate this Agreement for cause upon written notice if the other party commits a material breach and does not cure such breach within thirty (30) days of receiving written notice of the breach from the non-breaching party.
4. Upon termination of this Agreement, the right to access and use the Product will immediately terminate.
5. All provisions of this Agreement which by their nature should survive termination will survive the termination of this Agreement, including but not limited to the sections on ownership and Intellectual Property, warranties, limitation of liability, and indemnification.

## Section 11: Governing Law and Dispute Resolution

1. This Agreement will be governed by and construed in accordance with the laws of Poland.
2. Any dispute arising out of or in connection with this Agreement will be resolved through amicable negotiations between the Parties.
3. If the Parties are unable to resolve the dispute through negotiations, the dispute will be submitted to the competent court in Poland.

## Section 12: Miscellaneous

1. **Amendments:** This Agreement may only be amended in writing signed by both parties.
  2. **Entire Agreement:** This Agreement, including all Orders and attachments, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings.
  3. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
  4. **Notices:** All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by confirmed email, or sent by certified or registered mail, return receipt requested, to the addresses provided by the parties.
  5. **Force Majeure:** Neither party shall be liable for any delay or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, or governmental actions.
  6. **Assignment:** The Client may not assign this Agreement without Screen Studio's prior written consent. Screen Studio may assign this Agreement without the Client's consent.
  7. **Relationship of Parties:** The parties are independent contractors. Nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
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**Annexes:**

- Schedule No. 1: Information regarding the processing of personal data
- Schedule No. 2: Framework personal data processing agreement (DPA)

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*This Master Subscription Agreement was last updated on July 15, 2025*