GRAYESS Services End User License Agreement

Version 2.0, effective August 20, 2026. This agreement sets out the rights to use GRAYESS software under licenses purchased from GRAYESS Services.

1. Parties and acceptance

1.1 This End User License Agreement ("EULA") is between GRAYESS Services (EU VAT ID PL1251789706, "we", "us"), and the business, institution or other professional user that is the Customer for a license under the GRAYESS Services Terms and Conditions, whether it purchased the license from us or acquired it by a permitted transfer ("Licensee", "you"). If you are a natural person conducting business activity and the purchase is not of a professional nature for you, the consumer protection rules that apply to you by law are not limited by this EULA.

1.2 "Software" means the GRAYESS software product with which this EULA is provided, including its documentation and any updates we provide.

1.3 You accept this EULA by clicking "I accept" when it is presented, or by activating or using the Software under a purchased license. If you accept this EULA for an organization, you confirm that you are authorized to accept this EULA on its behalf, and the organization is the Licensee. If you do not accept this EULA, do not activate or use the Software under a purchased license.

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2.2 The scope of each license, including the edition, the number of computers and the camera manufacturers covered, is agreed under Clause 2.2 of the GRAYESS Services Terms and Conditions and recorded in the Purchase Confirmation you received (as defined in those Terms). Each license is for one named user, who may use the Software on the number of computers covered by the license (one unless stated otherwise). If you are an organization, you designate the named user, who may be your employee or a contractor working for you. You may reassign a license to another named user, for example when an employee leaves, but a license may not be shared by several people. You are responsible for your named users' compliance with this EULA.

2.3 You may make copies of the Software as needed to install it on the computers covered by your licenses and for backup. You must keep your license keys confidential.

3. Scope of this EULA

3.1 This EULA applies only to licenses originally purchased directly from GRAYESS Services, including after a transfer allowed in Clause 5.1. It does not apply to trial versions of the Software, or to licenses

obtained from distributors or resellers, which are provided under their own terms. GRAYESS Services has no obligations regarding them, including warranty and support, unless it agrees otherwise in writing.

3.2 When you activate a license covered by this EULA, this EULA replaces, for that installation, the license terms of any trial version you used.

4. Activation and transfers

4.1 The Software must be activated with a license key. Activation and deactivation are done over the internet or by other methods we offer, including for computers without internet access. Activation, deactivation, transfers and manual resets are provided as described in the GRAYESS Services Terms and Conditions.

4.2 You may move a license to another computer by deactivating it on the current computer and activating it on the new one, up to twice per calendar month per license.

4.3 If the activated computer is unavailable, or if an activation, deactivation or transfer fails, you may ask us to reset the activation manually. We may require you to prove your purchase or the transfer of the license to you. We may refuse the request if we have reasonable grounds to believe that the license has been misused or that the reset would allow use beyond the scope of the license.

5. Restrictions

5.1 You may not:

- use the Software beyond the scope of your licenses;
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- rent, lease, lend or sublicense the Software, or transfer a license other than as a whole and as described in the GRAYESS Services Terms and Conditions;
- publish the Software or make it available to third parties to copy or download;
- circumvent or disable the license activation or any technical limitation of the Software;
- remove copyright or other notices from the Software.

5.2 This EULA does not limit the rights that mandatory law gives a lawful user of the Software, including under Articles 75 and 76 of the Polish Copyright Act, such as making a backup copy, observing, studying and testing how the Software works, and decompiling it to achieve interoperability with other programs, within the limits set by that law.

6. Ownership

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6.2 All rights not expressly granted in this EULA are reserved.

7. Updates and support

7.1 Support, maintenance and updates for purchased licenses are provided by GRAYESS Services under the GRAYESS Services Terms and Conditions. This EULA itself creates no obligation to provide them.

7.2 Updates we provide are part of the Software and are governed by this EULA.

8. License data and privacy

8.1 The Software sends license data to the license service, either directly or through the alternative method you use under Clause 4.1. License data includes, for example, the license key, a technical identifier of the computer, the IP address used, the date and time the license was last used and any registration details you enter. It is used to activate, transfer and verify licenses and to prevent their misuse.

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8.3 Updates may change the data the Software sends, for example for licensing, security, troubleshooting or improving the Software. The data sent and its purposes are described in our privacy policy at grayess.com/privacy-policy, which also describes how personal data is processed.

9. Warranty

9.1 Any warranty for purchased licenses is given only in the GRAYESS Services Terms and Conditions.

9.2 OTHERWISE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE IS PROVIDED "AS IS", AND WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THAT THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. THE STATUTORY WARRANTY FOR DEFECTS (RĘKOJMIA) UNDER ARTICLES 556 ET SEQ. OF THE POLISH CIVIL CODE, AND ANY SIMILAR STATUTORY WARRANTY OR LIABILITY FOR DEFECTS UNDER ANY OTHER LAW THAT MAY APPLY, ARE EXCLUDED.

9.3 The Software does not replace professional judgment, calibration of measuring equipment or independent verification of results. You alone are responsible for interpreting results produced with the Software and for all decisions based on them.

10. Liability

10.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR THE REMEDY IN CLAUSE 9.1 OF THE GRAYESS SERVICES TERMS AND CONDITIONS, GRAYESS SERVICES IS NOT LIABLE FOR ANY DAMAGE OR LOSS ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THIS EULA, ON ANY BASIS, INCLUDING DIRECT, INDIRECT AND CONSEQUENTIAL DAMAGE, LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, DAMAGE TO EQUIPMENT OR PROPERTY, AND LOSS ARISING FROM DECISIONS BASED ON RESULTS OR REPORTS PRODUCED WITH THE SOFTWARE.

10.2 TO THE EXTENT THAT ANY LIABILITY REMAINS DESPITE CLAUSE 10.1, INCLUDING WHERE ALL OR PART OF CLAUSE 10.1 IS INEFFECTIVE, AND SUBJECT TO CLAUSE 10.3, OUR TOTAL LIABILITY FOR ALL CLAIMS, ON ANY BASIS, IS LIMITED TO THE FEES ORIGINALLY PAID TO GRAYESS SERVICES FOR THE

AFFECTED LICENSES, WHATEVER PRICE WAS PAID IN ANY LATER TRANSFER. ALL CLAIMS ARISING FROM THE SAME EVENT OR FROM RELATED EVENTS ARE SUBJECT TO ONE SUCH LIMIT, SHARED WITH CLAUSE 10.2 OF THE GRAYESS SERVICES TERMS AND CONDITIONS. A REFUND UNDER CLAUSE 9.1 OF THOSE TERMS IS NOT REDUCED BY THIS CLAUSE, BUT COUNTS TOWARDS THE LIMIT.

10.3 Nothing in this EULA excludes or limits liability for damage caused intentionally, or any other liability that cannot be excluded or limited by law.

11. Termination

11.1 A purchased license continues indefinitely. We may terminate it if you materially breach this EULA and do not remedy the breach within 30 days after our written notice, or immediately if the breach cannot be remedied, such as circumventing activation or making the Software or license keys available to third parties. A license also ends if it is returned for a refund, or if the payment for it is reversed or charged back, under the GRAYESS Services Terms and Conditions.

11.2 When a license ends, you must stop using the Software under that license, deactivate it and delete it from the computers concerned. Clauses 6, 9, 10 and 12 survive.

12. General provisions

12.1 For licenses covered by this EULA (Clause 3.1), the GRAYESS Services Terms and Conditions also apply. If they conflict with this EULA, the Terms and Conditions prevail.

12.2 You will comply with applicable export control and sanctions laws, and will not use or transfer the Software in breach of them.

12.3 This EULA is governed by Polish law. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Disputes are decided exclusively by the competent common court in Warsaw, Poland.

12.4 We may update this EULA. Each license is governed by the version of this EULA identified in the pro-forma invoice paid for it or, if none is identified, the version in force on the date of that pro-forma invoice. This also applies after a transfer allowed in Clause 5.1. A later version applies to that license only if you accept it, for example when installing an update, and it does not reduce your rights under that license.

12.5 If a provision is invalid or unenforceable, the rest of this EULA remains in force, and the provision is replaced by a valid one closest to its purpose.

12.6 This EULA is written in English. Any translation is for convenience only.