GRAYESS Services Terms and Conditions

Version 2.0, effective August 20, 2026. These Terms govern the sale of GRAYESS software licenses by GRAYESS Services and the support, maintenance and related services it provides to business customers.

1. Scope and definitions

1.1 These Terms and Conditions ("Terms") apply to all sales of Licenses and all support, maintenance and related services by Andrei Yurkevich GRAYESS Services, ul. Andersena 12/6, 05-091 Ząbki, Poland, NIP 1251789706, EU VAT ID PL1251789706 ("GRAYESS Services", "we", "us"), to the businesses, institutions and other professional users that order from us, and to anyone that becomes the holder of a License by a transfer under Clause 3.8 (each a "Customer").

1.2 We sell only to businesses, institutions and other professional users, and not to consumers. If Customer is a natural person conducting business activity and the purchase is not of a professional nature for them, they keep the consumer protection rights that the law gives such persons, including under Article 385^5 of the Polish Civil Code and Article 7aa of the Polish Consumer Rights Act. Nothing in these Terms or the EULA limits those rights.

1.3 In these Terms:

- "Software" means the GRAYESS software products we license under these Terms, including the documentation and all updates we provide.
- "License" means the right to use the Software on the terms agreed under Clause 2.2.
- "EULA" means the GRAYESS Services End User License Agreement, which applies to each License, is published on grayess.com and is sent with the license key.
- "Rights Holder" means GRAYESS, Inc., which owns the intellectual property rights in the Software. GRAYESS Services is authorized by the Rights Holder to grant Licenses and to support and maintain the Software.
- "License Details" means the information we send with the license keys, stating for each License the product, edition, number of computers, supported camera manufacturers and Support Period.
- "Purchase Confirmation" means the License Details together with the final invoice we issue after receiving payment. It records the terms agreed under Clause 2.2.
- "Support Period" means the period of support and maintenance included with a License, as agreed under Clause 2.2.
- "Contract" means these Terms together with the pro-forma invoice paid by Customer, the Purchase Confirmation, the EULA and any separate agreement signed under Clause 8.

1.4 If documents conflict, a separate agreement signed by both parties prevails over the pro-forma invoice paid by Customer, which prevails over the Purchase Confirmation, which prevails over these Terms. These Terms prevail over the EULA.

1.5 Customer's own purchasing terms, including terms printed on or referred to in a purchase order, do not apply unless we accept them in a document signed by us. If Customer's order refers to such terms,

these Terms still apply, and Customer accepts them by paying our pro-forma invoice or by using the Licenses.

1.6 These Terms apply only to Licenses originally purchased directly from GRAYESS Services, including after a transfer under Clause 3.8. They do not apply to trial versions of the Software, or to licenses obtained from distributors or resellers, which are provided under their own terms. We have no obligations to customers of distributors or resellers, including warranty and support, unless we agree otherwise in writing.

2. Orders

2.1 An order placed through grayess.com or by other means is Customer's offer to buy. An automatic acknowledgment of an order confirms only that we have received it.

2.2 After checking an order, we send a pro-forma invoice. It is a request for payment, not an acceptance of the order (Clause 2.3). A pro-forma invoice is valid until the date stated in it, or for 30 days if no date is stated, and ceases to be valid when we replace it with a new pro-forma invoice for the same order. If Customer pays a pro-forma invoice that is no longer valid, we may decline the order (Clause 2.3). If we accept the order under Clause 4.2, the pro-forma invoice paid by Customer determines the agreed product, edition, quantity, number of computers, camera manufacturers, Support Period and price, unless both parties expressly agree to a change. Its prices prevail over prices shown on grayess.com or in our quotations. When we deliver the license keys, we send the Purchase Confirmation. We will correct any discrepancy in the License Details, final invoice or license key to reflect the agreed terms.

2.3 A contract is formed only when we deliver the license keys. Until then, we may decline an order for any reason, even after Customer has paid. In that case we refund the amount we received in full and have no further obligation or liability.

3. Licenses

3.1 Each License is perpetual. This means that Customer may use the purchased version of the Software, with the updates we provide for it, for an unlimited time and without renewal fees, on the terms of the EULA and these Terms, including Clause 6 (support) and Clause 7 (product availability). A License ends only as stated in Clauses 3.7, 5.2 and 13.

3.2 Each License covers:

- one named user;
- the number of computers agreed under Clause 2.2 (one if no number is stated);
- cameras of the manufacturers agreed under Clause 2.2, whether the Software processes files from them or acquires data from them directly (see Clauses 4.3 and 9.1 on compatibility).

Customer designates the named user, who may be Customer itself, its employee or a contractor working for Customer. Customer may reassign a License to another named user, for example when an employee leaves, but a License may not be shared by several people. On request, Customer will tell us who its named users are. Customer is responsible for its named users' compliance with the EULA and these Terms.

3.3 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.

3.4 Customer 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.

3.5 If the currently activated computer is unavailable, for example because it is broken, lost or otherwise inaccessible, or if an activation, deactivation or transfer fails, Customer may ask us to reset the activation manually. This manual reset is available during the Support Period and, subject to Clause 7.1, afterwards, if the License has been used in accordance with the EULA and these Terms. We may require Customer to prove its purchase or a transfer under Clause 3.8, and may refuse a 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.

3.6 After the Support Period, activation, deactivation, transfers and manual resets of a discontinued version may no longer be available (Clause 7.1).

3.7 To return a License under Clause 9.1, Customer must deactivate the License on all computers where it is activated and confirm the return to us in writing. The return is complete once we have verified that the License is no longer activated on any computer. The License then ends.

3.8 Licenses are for Customer's own use. Customer may not rent, lend or sublicense them, or let more users or computers use a License than its scope allows. Customer may transfer a License as a whole to another business, institution or other professional user. To do so, Customer must deactivate the License, delete all its copies of the Software used under it and notify us in writing of the transfer and the new owner, and the new owner must accept the EULA and these Terms. The new owner then becomes the Customer for that License. The new owner takes over the License as it stands: the remaining Support Period and any time remaining under Clause 9.1, both counted from the original delivery of the license key. A refund under Clause 9.1 is paid to the Customer who returns the License, and is limited to the price originally paid to us for it. Before activating a transferred License, we may ask for reasonable evidence that the transfer is complete and that the previous holder has stopped using the License. Subject to Clause 7.1, we may refuse to activate a transferred License if that evidence is not provided, if we have reasonable grounds to believe that the License is still used elsewhere, or if the transfer would breach export control or sanctions laws (Clause 15.6). Moving a License between Customer's own computers is governed by Clause 3.4 and is not a transfer.

3.9 The Rights Holder owns all intellectual property rights in the Software. Customer acquires no ownership of the Software or of any copy.

3.10 When a License ends for any reason, Customer must stop using the Software under it and deactivate the License on all computers where it is activated. If deactivation is no longer available (Clause 7), Customer must uninstall the Software from those computers instead. Customer may not activate, transfer or reset a License that has ended.

4. Delivery and trial

4.1 We deliver license keys, the Purchase Confirmation, the EULA and download instructions by email after we receive payment in full, normally within two business days.

4.2 A License is delivered, and the order is accepted, when the license key is emailed to the address given in the order.

4.3 Before buying, Customer is responsible for checking that the Software suits its needs, cameras and files, for which we offer a free trial (grayess.com/get-trial). By ordering, Customer confirms that it has done so or has chosen not to. Trial versions are provided under separate license terms of the Rights Holder. These Terms do not apply to them, and we have no warranty or support obligations for them.

5. Prices, payment and taxes

5.1 Prices are those stated in the pro-forma invoice paid by Customer (Clause 2.2), and exclude taxes. Customer pays in the currency stated in it.

5.2 Payment in advance is required. We deliver only after we receive the full amount. Customer bears its own bank and transfer charges, so that we receive the full amount of the pro-forma invoice. If a payment is reversed or charged back, the Licenses paid for by it end (Clause 3.10).

5.3 Customer pays any VAT or similar tax that applies, or accounts for it under the reverse-charge mechanism where applicable. If law requires Customer to withhold tax from a payment, Customer will increase the payment so that we receive the full amount stated in the pro-forma invoice, and will send us the official receipt.

5.4 Fees are non-refundable once license keys have been delivered, except as stated in Clause 9.

6. Support and maintenance

6.1 Each License includes support and maintenance for the Support Period agreed under Clause 2.2, starting on the day the license key is delivered. Standard Support Periods for each product edition are published on grayess.com.

6.2 During the Support Period we provide:

- troubleshooting: help with technical problems in using the Software, such as crashes or difficulties generating reports;
- bug fixes: we use reasonable efforts to correct reproducible errors in the Software and provide corrected versions;
- compatibility: support for the Windows versions and on-premises Microsoft Office versions identified as compatible at the time of purchase, and commercially reasonable efforts to keep the Software compatible with updates to those versions;
- camera support: commercially reasonable efforts to support new camera models, firmware versions and image file formats of the camera manufacturers covered by the License;
- updates: bug-fix and compatibility updates for the purchased version.

6.3 Anything not listed in Clause 6.2 is not included in support. We may provide it at our discretion or for an additional fee. For example, support does not include:

- new functionality or new versions of the Software;
- compatibility with future Windows or Microsoft Office versions, cloud-based Office services, or changes made by Microsoft or other third parties, except as stated in Clause 6.2;

- custom development (Clause 8);
- on-site services;
- problems caused by hardware, third-party software, unsupported cameras or file formats, or use contrary to the documentation.

6.4 Support is provided through the contact form on grayess.com and by email, in English. We handle requests on Polish business days and use reasonable efforts to respond promptly. Response and resolution times are not guaranteed unless agreed in a separate signed agreement.

6.5 Customer will describe each problem and the steps that cause it and, where necessary, provide sample files (subject to Clause 11.3). Where needed, we may ask Customer to allow a remote session on the affected computer, using a remote-access tool we propose. Customer decides whether to allow it, should be present during the session, and is responsible for closing any confidential or personal data before it starts. If Customer does not provide the information, files or remote access we need to reproduce a problem, we are not obliged to fix it.

6.6 After the Support Period ends, Customer may keep using the Software and may download and use updates that we make generally available for the purchased version, but troubleshooting and bug fixes are no longer included. Customer may obtain a new Support Period by purchasing a new License.

7. Product availability

7.1 We may discontinue a product version at any time. We will announce a planned discontinuation on grayess.com at least one year in advance. During the Support Period of a License, activation, deactivation, transfers and manual resets (Clause 3.5) remain available for it, either for the purchased version or through a free upgrade to a version that keeps the License's scope. After the Support Period ends, discontinuation does not end a License, but activation, deactivation, transfers and manual resets of the discontinued version, by any method, may no longer be possible.

8. Custom development

8.1 Custom development, such as features, modifications, report templates or integrations made for a particular Customer, is not part of support. We provide it only under a separate quotation or agreement that states its scope, price and schedule.

8.2 Unless that quotation or agreement states otherwise, these Terms apply to custom development, and Customer uses the result under its License.

9. Warranty

9.1 If, within 30 days after the license key for the affected License was delivered (Clause 4.2), Customer notifies us in writing of either of the following, we will correct it, add support or provide a workaround:

- a reproducible defect that prevents normal use of the Software as described in the documentation;
- a camera model or image file format of a camera manufacturer agreed under Clause 2.2 that does not work with the Software, or stops working after an update we provide.

The notice must give enough detail to reproduce the problem, including sample files, and Customer must cooperate as described in Clause 6.5. If we have not corrected the problem, added support or provided a workaround within 30 days after the notice, Customer may return the affected License (Clause 3.7), and we will refund the price originally paid to us for it once the return is complete.

This Clause sets out all of our obligations and Customer's remedies for defects in the Software.

9.2 EXCEPT AS STATED IN CLAUSE 9.1, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE GIVE NO OTHER WARRANTIES AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. 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.

10. Liability

10.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR THE REMEDY IN CLAUSE 9.1, GRAYESS SERVICES IS NOT LIABLE FOR ANY DAMAGE OR LOSS ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, THE SOFTWARE OR OUR SERVICES, ON ANY BASIS, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE. THIS INCLUDES 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 AND WHETHER UNDER THESE TERMS, THE EULA OR OTHERWISE, IS LIMITED TO THE FEES ORIGINALLY PAID TO US FOR THE AFFECTED LICENSES (INCLUDING THEIR SUPPORT) OR, FOR CLAIMS ABOUT CUSTOM DEVELOPMENT, FOR THE AFFECTED CUSTOM DEVELOPMENT WORK. ALL CLAIMS ARISING FROM THE SAME EVENT OR FROM RELATED EVENTS ARE SUBJECT TO ONE SUCH LIMIT. A REFUND UNDER CLAUSE 9.1 IS NOT REDUCED BY THIS CLAUSE, BUT COUNTS TOWARDS THE LIMIT.

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

10.4 We have no obligation to defend or indemnify Customer against any claim.

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

11. Confidentiality and data

11.1 Each party will keep the other party's non-public information received under the Contract confidential, use it only for the Contract and protect it with reasonable care. It may disclose such information to its employees, advisers, the Rights Holder and service providers (such as email and file-storage providers) who need it for the Contract and are bound by confidentiality, or where required by

law. This does not apply to information that is public, already known to the recipient, independently developed, or received from a third party without restriction. This Clause applies until three years after the last Support Period under the Contract ends.

11.2 The Software sends license data to the license service, either directly or through an alternative activation method under Clause 3.3. 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 the registration details entered by the user. It is used to activate, transfer and verify Licenses and to prevent their misuse. 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.

11.3 Customer decides which files it sends us for support. Customer will not send personal data or information it is not permitted to share. We may store support files in the European Union, use them only to provide support, and delete them when they are no longer needed or on Customer's request.

11.4 We process the contact details of Customer's staff to perform the Contract, as described in our privacy policy at grayess.com/privacy-policy.

11.5 We will not name Customer publicly as our customer without its consent.

12. Security

12.1 During the Support Period, we use reasonable efforts to provide fixes or workarounds for security vulnerabilities in the Software that become known to us, and inform Customer of those that require its action. We handle critical vulnerabilities as a priority, within a commercially reasonable time.

12.2 On request, we provide SHA-256 checksums of installation files so that Customer can verify them.

12.3 Customer is responsible for its own IT environment, including malware protection, backups and installing the updates we provide.

13. Term, suspension and termination

13.1 Our support and maintenance obligations for an order end when its Support Period ends. Licenses continue afterwards under Clause 3.

13.2 Either party may terminate the Contract if the other party materially breaches it and does not remedy the breach within 30 days after written notice. We may terminate immediately by written notice if Customer's breach cannot be remedied, such as circumventing activation or making the Software or license keys available to third parties. Termination does not entitle Customer to a refund, except under Clause 9.

13.3 We may suspend support if Customer breaches these Terms or the EULA. We may suspend support and activation services if providing them would breach export control or sanctions laws.

13.4 The end of the Support Period, or termination by Customer under Clause 13.2, does not affect the Licenses, and Clauses 3 and 7 continue to apply. If we terminate the Contract under Clause 13.2, the

Licenses end (Clause 3.10). Clauses 3.8 to 3.10, 9.1 to 9.2, 10, 11, 14 and 15 survive the end of the Support Period and any termination.

14. Governing law and disputes

14.1 The Contract is governed by Polish law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

14.2 The parties will first try to resolve any dispute by negotiation for 30 days after one party notifies the other in writing. This does not prevent a party from seeking urgent interim relief from a court.

14.3 Disputes not resolved by negotiation are decided exclusively by the competent common court in Warsaw, Poland.

15. General provisions

15.1 We may update these Terms and the EULA. Each pro-forma invoice identifies, by version number and date, the versions of these Terms and the EULA that will govern the order, and we attach copies of them that Customer can save and print. Those versions govern the Licenses purchased under it, including after a transfer under Clause 3.8. If a pro-forma invoice does not identify them, the versions in force on its date apply. A later version applies to those Licenses only if Customer agrees to it.

15.2 The Contract is the entire agreement between the parties about its subject matter.

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

15.4 Except for the transfer of a License under Clause 3.8, Customer may not assign the Contract without our written consent. We may assign the Contract to a successor of our business by notifying Customer.

15.5 Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, such as natural disasters, war, epidemics, power or internet failures, failures of third-party services we rely on, or acts of government. This does not apply to payment obligations.

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

15.7 Notices are given in writing, including by email, to the addresses stated in the Purchase Confirmation.

15.8 The parties are independent contractors.

15.9 These Terms are written in English. Any translation is for convenience only.