[Customer name]

[Customer address]

[Place], [Date]

Re: License Key Regeneration for Datacolor Software

Dear [Customer],

We refer to your service request for a replacement license key for your Datacolor software (the "**Software**"), originally licensed to you under Datacolor's applicable terms and conditions [(the "**T&C**").

We are pleased to confirm that Datacolor will issue a replacement license key for the Software as requested. Before doing so, we would like to draw your attention to, and ask you to confirm in favour of the Datacolor group your agreement with, the following points:

1. Goodwill Basis

The regeneration of the license key is provided on a goodwill basis only. Under the T&C, Datacolor is under no legal or contractual obligation to regenerate, reissue or otherwise support the reactivation of license keys for perpetual licenses, in particular following a change of hardware. Datacolor's provision of a replacement license key on this occasion does not constitute a waiver of this position, does not create any contractual entitlement for you or any other customer, and does not establish any continuing practice or obligation on Datacolor's part with respect to this or any future service request.

2. Full Disclaimer of Warranty and Liability for the Regeneration

The license key regeneration described above, and the Software's continued activation and functioning following such regeneration, is provided "as is" without any warranty of any kind, and Datacolor disclaims all liability in connection therewith to the maximum extent permitted by applicable law. This applies regardless of whether, and to what extent, the T&C originally provided for any warranty. Any such warranty, however described or limited, related solely to the Software as originally delivered and has, in any event, since expired by its own terms. In addition to this letter, the remaining terms of the T&C continue to apply unchanged. In particular, Datacolor does not assume any maintenance, support, update or upgrade obligations of any kind in connection with the Software as a result of this regeneration.

SAMPLE

You further acknowledge that the Software constitutes legacy software that is no longer actively supported or maintained by Datacolor. It cannot be excluded that the Software, including following the regeneration of the license key, contains security vulnerabilities. Unsupported software no longer receives security patches or updates, which may leave your systems and network exposed to security risks. You accept this risk in connection with your continued use of the Software, and you continue to use the Software at your own risk.

3. Migration Support available

We would also like to take this opportunity to point out that Datacolor's next-generation software solutions are available and actively supported, including ongoing maintenance, updates and security patches. Should you wish to migrate from the Software to a current Datacolor solution, we would be pleased to support you in this transition and to discuss available upgrade options. Please contact us for further information.

4. No Precedent

For the avoidance of doubt, this letter and the regeneration of the license key described herein apply solely to this specific request and shall not be construed as establishing any right, expectation or precedent regarding any future request for license key regeneration, whether by you or by any other customer of Datacolor.

This letter is governed by, and construed in accordance with, the substantive laws of Switzerland, to the exclusion of its rules on conflicts of laws and international treaties. Should any dispute arise out of or in relation to this letter or any term thereof, the courts of Zurich, district 1, shall have exclusive jurisdiction therefore.

Please confirm your agreement with the above by signing and returning a copy of this letter to us.

Acknowledged and agreed:

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[Customer]

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