

**CANADIAN MICROSOFT CLASS ACTION  
NATIONAL SETTLEMENT AGREEMENT**

Made as of July 11, 2018

**PRO-SYS CONSULTANTS LTD., NEIL GODFREY,  
K.L. & K. (LONDON) LIMITED, MARIAN STARESINIC,  
GILLES GAGNÉ**

**(the “Plaintiffs”)**

**and MICROSOFT CORPORATION and  
MICROSOFT CANADA CO./MICROSOFT CANADA CIE**

**(the “Defendants”)**

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## **PREAMBLE**

Pro-Sys Consultants Ltd., Neil Godfrey, Marian Staresinic, and Gilles Gagné, as representative Plaintiffs in the Proceedings in Canada, and the Defendants, Microsoft Corporation and Microsoft Canada Co./Microsoft Canada Cie, hereby enter into this Settlement Agreement and Schedules providing for the settlement of claims arising in the Proceedings, pursuant to the terms and conditions set forth herein, and subject to approval of the Courts;

## **RECITALS**

A. WHEREAS, class proceedings have been certified or authorized by the Courts of British Columbia, Ontario and Québec alleging that, beginning in the late 1980s, Microsoft engaged in anticompetitive conduct resulting in overcharges for Microsoft Operating Systems and Microsoft Applications for personal computers (“PC”);

B. WHEREAS, the Plaintiffs contend that they and the Class Members have suffered damages and other injuries as a result of the anticompetitive conduct;

C. WHEREAS, notice of certification or authorization of the Proceedings was published on May 25, 2016, the opt-out period for the Class Members expired on July 25, 2016 and no Class Members elected to opt-out;

D. WHEREAS, decisions regarding Microsoft’s charitable givings programs in Canada will be made independent of any obligations arising under this Settlement Agreement;

E. WHEREAS, Microsoft denies the Plaintiffs’ allegations of unlawful conduct, damages and other injuries, has not conceded or admitted any civil liability, and asserts defences to all of the claims in the Proceedings;

F. WHEREAS, the Parties intend by this Settlement Agreement to resolve all past, present, and future claims of Class Members in any way arising out of or relating to the Proceedings during the Class Period;

G. WHEREAS, the Parties have engaged in extensive, arm’s-length negotiations through counsel with substantial experience in complex class proceedings, along with four (4) days of

facilitated mediation with an experienced mediator, that resulted in a Settlement Agreement in Principle, the terms of which have now been formalized in this Settlement Agreement;

H. WHEREAS, the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, and having regard to the burden and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Plaintiffs and the Class Members;

I. WHEREAS, despite their belief that they are not liable in respect of the allegations made in the Proceedings and have good defences thereto, and having regard to the burden and expense in defending the Proceedings, including the risks and uncertainties associated with trials and appeals, Microsoft is entering into this Settlement Agreement in order to achieve a final resolution of all claims asserted against them by the Plaintiffs, and to avoid further expense, uncertainty, inconvenience, and the distraction of burdensome and protracted litigation;

J. WHEREAS, the Parties therefore wish to, and hereby do, fully and finally resolve the Proceedings against Microsoft without admission of liability;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the undersigned on behalf of the Plaintiffs, Class Members and Microsoft that all claims of Class Members shall be settled and that, on the Effective Date, Class Counsel shall file a Bar Order and obtain a Consent Dismissal Order without costs in the Ontario and BC Proceedings dismissing all claims against the Defendants with like effect as if after a trial upon the merits, and file a Notice of Settlement Out of Court in the Québec Proceeding, the whole subject to the Court retaining jurisdiction to supervise and address matters related to the implementation and administration of the Settlement Agreement and the Parties shall consent to the Court Orders finally approving the settlement:

**SECTION 1:**  
**DEFINITIONS**

For the purposes of this Settlement Agreement only, including the Recitals and Schedules hereto:

- (1) ***Account*** means an interest-bearing trust account, if reasonably possible, under the control of the Claims Administrator at a Schedule 1 chartered Canadian bank.
- (2) ***Administration Expenses*** means all fees, disbursements, expenses, costs, taxes, and any other amounts incurred or payable by the Plaintiffs, Class Counsel, or otherwise for the approval, implementation, and operation of this Settlement Agreement, including the costs of notices and claims administration, but excluding Class Counsel Fees.
- (3) ***Approved Microsoft Products*** means those products listed in Schedule B, which can be purchased using Volume Licensee Vouchers, Stage 1 School Vouchers, Stage 2 School Vouchers, or Cy-près Vouchers.
- (4) ***BC Class*** means all persons resident in British Columbia ("BC") as of the date of notice of certification (May 25, 2016) who, between December 23, 1998 and March 11, 2010 (inclusive), indirectly, and not for the purpose of further selling or leasing, purchased a genuine license for any full or upgrade version of Microsoft Applications or Microsoft Operating Systems.
- (5) ***BC Class Counsel*** means Camp Fiorante Matthews Mogerman LLP.
- (6) ***BC Court*** means the Supreme Court of British Columbia.
- (7) ***BC Plaintiffs*** means Pro-Sys Consultants Ltd. and Neil Godfrey.
- (8) ***BC Proceeding*** means *Pro-Sys Consultants Ltd. et al. v. Microsoft Corporation et al.* (Supreme Court of British Columbia, Vancouver Registry, No. L043175).
- (9) ***Category I*** means Eligible Products listed in Schedule A1.
- (10) ***Category II*** means all Eligible Products listed in Schedule A2.
- (11) ***Category III*** means all Eligible Products listed in Schedule A3.

- (12) **Category IV** means all Eligible Products listed in Schedule A4.
- (13) **Claim** means the request made by Class Members or their representatives for Consumer Cash Payments or Volume Licensee Vouchers as provided for in this Settlement Agreement.
- (14) **Claimant** means a Class Member who submits a Claim Form.
- (15) **Claim Forms** means the documents agreed to by the Parties which must be submitted to the Claims Administrator by Class Members in order to claim either a Consumer Cash Payment or a Volume Licensee Voucher.
- (16) **Claims Administrator** means the entity appointed by the Courts to administer this Settlement Agreement, and any employees of such entity.
- (17) **Claims Deadline** is the date that is 10 months from the Claims Period Commencement Date.
- (18) **Claims Period** means the period beginning on the Claims Period Commencement Date and ending on the Claims Deadline. The Claims Period may be extended by agreement of the Parties or subsequent order by the Courts.
- (19) **Claims Period Commencement Date** means the date that Notice of Settlement Approval and Claims Procedures is first published.
- (20) **Claims Review Deadline** is the date that is sixty (60) days after the Claims Deadline.
- (21) **Class Counsel** means BC Class Counsel, Ontario Class Counsel and Québec Class Counsel.
- (22) **Class Counsel Fees** include the fees, disbursements, and any applicable taxes of Class Counsel in the prosecution of the Proceedings, as outlined in Section 13.1.
- (23) **Class Members or Class** means the BC Class, the Ontario Class and the Québec Class. Excluded from the Class are:
  - (a) Microsoft officers and directors, subsidiaries in which Microsoft has greater than a 50 percent ownership interest; and

- (b) any judges assigned to hear any aspect of this litigation.
- (24) ***Class Period*** means December 23, 1998 to March 11, 2010 (inclusive).
- (25) ***Consumer Cash Payment*** means the cash payments issued to the Class Members pursuant to the terms of Section 6.1 of this Settlement Agreement.
- (26) ***Courts*** means the BC Court, the Ontario Court and the Québec Court.
- (27) ***Cy-près Voucher Period*** shall begin on a date no later than sixty (60) days of the end of the Stage 1 Voucher Period and Stage 2 Voucher Period (the ***Cy-près Voucher Distribution Date***).
- (28) ***Cy-près Vouchers*** means the vouchers issued during the Cy-près Voucher Period pursuant to Section 9.4.
- (29) ***Defence Counsel*** means Fasken Martineau DuMoulin LLP.
- (30) ***Defendants*** means Microsoft Corporation, Microsoft Canada Co./Microsoft Canada Cie., and their successors, assigns and subsidiaries (also defined as “***Microsoft***”).
- (31) ***Effective Date*** means the date when the Second BC Order, the Second Ontario Order, and the Second Québec Order have all become Final Orders.
- (32) ***Eligible Products*** means the Microsoft software products at issue in this litigation described in Schedules A1, A2, A3 and A4.
- (33) ***Final Order*** means an order that becomes final when the time to appeal such order has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the orders or judgments upon a final disposition of all appeals.
- (34) ***First BC Order*** means the order issued by the BC Court to approve Notice of the Settlement Approval Hearing and the plan of dissemination.
- (35) ***First Ontario Order*** means the order issued by the Ontario Court to approve Notice of the Settlement Approval Hearing and the plan of dissemination.

- (36) ***First Québec Order*** means the order issued by the Québec Court to approve Notice of the Settlement Approval Hearing and the plan of dissemination.
- (37) ***Microsoft Applications*** means the versions of the products listed in Schedule A2, A3 and A4.
- (38) ***Microsoft's End User Data*** shall include any reasonably accessible data in the MS Sales Database that is useful to identifying Volume Licensees or making or verifying a Claim involving Volume Licensees.
- (39) ***Microsoft Operating Systems*** means the versions of the products listed in Schedule A1.
- (40) ***Notice of Settlement Approval and Claims Procedures*** means the form of notice as approved by the Courts to inform the Class Members of: (1) the approval of this Settlement Agreement; and (2) the process by which the Class Members may apply to claim Consumer Cash Payments or Volume Licensee Vouchers.
- (41) ***Notice of Settlement Approval Hearing*** means the form of notice as approved by the Courts to inform the Class Members of the dates and locations of the hearings to approve this Settlement Agreement and the principle elements of this Settlement Agreement.
- (42) ***Objection Date*** means the date by which Class Members must deliver to Class Counsel any written objections to the Settlement, along with any supporting documentation. Class Counsel shall ensure any written objections received by the Objection Date are served on counsel for Microsoft and filed with the Court.
- (43) ***Ontario Class*** means all persons resident in Canada as of the date of notice of certification (May 25, 2016) who, between December 23, 1998 and March 11, 2010 (inclusive), indirectly, and not for the purpose of further selling or leasing, purchased a genuine license for any full or upgrade version of the Microsoft Applications or the Microsoft Operating Systems, except persons included in the BC Class or the Québec Class.
- (44) ***Ontario Class Counsel*** means Strosberg Sasso Sutts LLP

- (45) ***Ontario Court*** means the Ontario Superior Court of Justice.
- (46) ***Ontario Plaintiffs*** means K.L. & K. (London) Limited and Marian Staresinic.
- (47) ***Ontario Proceeding*** means *K.L. & K. (London) Limited et al. v. Microsoft Corporation et al.* (Superior Court of Justice for Ontario, File No. 05-CV-4308, Windsor Registry).
- (48) ***Parties*** means the Plaintiffs, Class Members, and Microsoft.
- (49) ***Plaintiffs*** means the BC Plaintiffs, Ontario Plaintiffs and Québec Plaintiffs.
- (50) ***Proceedings*** means the BC Proceeding, the Ontario Proceeding, and the Québec Proceeding.
- (51) ***Québec Class*** means all persons resident in Québec as of the date of notice of authorization (May 25, 2016) who, between December 23, 1998 and March 11, 2010 (inclusive), indirectly, and not for the purpose of further selling or leasing, purchased a genuine license for any full or upgrade version of the Microsoft Applications or the Microsoft Operating Systems, except any legal person established for a private interest, partnership or association which at any time between September 5, 2006 and September 5, 2007 had under its direction or control more than 50 persons bound to it by contract of employment.
- (52) ***Québec Class Counsel*** means Bouchard, Pagé, Tremblay s.e.n.c.
- (53) ***Québec Court*** means the Superior Court of Québec.
- (54) ***Québec Plaintiff*** means Gilles Gagné.
- (55) ***Québec Proceeding*** means *Gagné c. Microsoft Corporation et al.*, (Québec Superior Court, No. 200-06-000087-075, Québec City).
- (56) ***Redemption Deadline*** means three (3) years after the Claims Review Deadline.
- (57) ***Released Claims*** means the Claims as released in accordance with Section 11.1 of this Settlement Agreement.

- (58) ***Released Parties*** means Microsoft and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, shareholders, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, and representatives. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein. Released Parties includes all persons/entities/organizations described above, even if not referenced by name in this Settlement Agreement.
- (59) ***Releasors*** means, jointly and severally, individually and collectively, the Plaintiffs, Class Members, and their respective successors, heirs, executors, administrators, trustees, and assigns, and their affiliated, predecessor, successor, and related companies.
- (60) ***School Claimants*** means those public or private educational institutions in Canada which shall be eligible to receive Stage 1 School Vouchers and Stage 2 School Vouchers pursuant to the terms of Section 9.1, 9.2, and 9.3 of this Settlement Agreement and Schedule E.
- (61) ***Second BC Order(s)*** means the order(s) issued by the BC Court to (1) approve and implement this Settlement Agreement; and (2) approve the appointment of the Claims Administrator.
- (62) ***Second Ontario Order(s)*** means the order(s) issued by the Ontario Court to (1) approve and implement this Settlement Agreement; and (2) approve the appointment of the Claims Administrator.
- (63) ***Second Québec Order(s)*** means the order(s) issued by the Québec Court to (1) approve and implement this Settlement Agreement; and (2) approve the appointment of the Claims Administrator.
- (64) ***Settlement Agreement*** or ***Settlement*** means this agreement, including the Recitals and Schedules.



- (65) ***Stage 1 School Vouchers*** means the vouchers issued during the Stage 1 School Voucher Period pursuant to Section 9.2.
- (66) ***Stage 1 School Voucher Amount*** is CDN \$258,665,750 minus fifty percent (50%) of Class Counsel Fees minus fifty percent (50%) of the sum of the value of Consumer Cash Payments and Volume Licensee Vouchers issued to Class Members.
- (67) ***Stage 1 School Voucher Period*** shall begin on a date no later than sixty (60) days after the Claims Review Deadline (the ***Stage 1 School Voucher Distribution Date***) and shall end six (6) years after the Stage 1 School Voucher Distribution Date.
- (68) ***Stage 2 School Vouchers*** means the vouchers issued during the Stage 2 School Voucher Period pursuant to Section 9.3.
- (69) ***Stage 2 School Voucher Amount*** is one-hundred percent (100%) of the difference between the amount of issued Volume Licensee Vouchers and the amount of redeemed Volume Licensee Vouchers at the end of the Redemption Deadline, and one-hundred percent (100%) of the difference between the amount of Consumer Cash Payments issued and the amount of Consumer Cash Payments cashed or redeemed at the end of the Redemption Deadline.
- (70) ***Stage 2 School Voucher Period*** shall begin on a date no later than sixty (60) days after the close of the Redemption Deadline (the ***Stage 2 School Voucher Distribution Date***) and shall end at the same time as the Stage 1 School Voucher Period.
- (71) ***Volume Licensee*** means a Class Member who indirectly, and not for the purpose of further selling or leasing, licensed a Microsoft Operating System and/or Microsoft Application through Microsoft's volume licensing program (including Open, Select and Enterprise Agreement programs).
- (72) ***Volume License Transferee*** means a recipient of a Volume Licensee Voucher pursuant to Section 8.8(b)(ii)
- (73) ***Volume Licensee Vouchers*** means the vouchers issued to Volume Licensees pursuant to Section 7.1.

**SECTION 2:**  
**CONDITION PRECEDENT - COURT APPROVAL**

Subject to Section 10.2, this Settlement Agreement shall be null and void and of no force or effect unless the Courts approve this Settlement Agreement and the Effective Date has occurred.

**SECTION 3:**  
**SETTLEMENT APPROVAL**

**3.1 Best Efforts**

The Parties will use their best efforts to: (1) recommend approval of this Settlement Agreement to the Courts; (2) obtain approval of this Settlement Agreement and to carry out its terms; (3) support the Settlement contemplated by this Settlement Agreement in all public statements, including all statements in the Courts and all statements to the news media; and (4) effectuate the final dismissal with prejudice of the Ontario and BC Proceedings as against the Defendants and file a Notice of Settlement Out of Court in the Québec Proceeding, the whole subject to the Courts retaining jurisdiction to supervise and address matters related to the implementation and administration of the Settlement Agreement.

**3.2 Notice Required**

The Plaintiffs and the Class Members in the Proceedings shall be given the following notices: (1) Notice of Settlement Approval Hearing; (2) Notice of Settlement Approval and Claims Procedures; and (3) termination of this Settlement Agreement if it is properly terminated pursuant to Section 10.1 or as otherwise ordered by the Courts.

**3.3 Notice of Settlement Approval Hearing**

- (a) The Notice of Settlement Approval Hearing shall be substantially in the forms attached hereto as Schedule C1, C2, C3 and C4.
- (b) The Notice of Settlement Approval Hearing shall be disseminated via the methods provided for in Schedule D.

### **3.4 Notice of Settlement Approval and Claims Procedures**

- (a) The Parties shall agree as to the form of the Notice of Settlement Approval and Claims Procedures and the dissemination of the Notice of Settlement Approval and Claims Procedures primarily targeting Class Members who are not Volume Licensees and if there is no agreement by order of the BC Court, or other court if appropriate. The Notice of Settlement Approval and Claims Procedures may only be disseminated via the methods provided for in Schedule D, magazines, newspapers, static banner internet and mobile display advertisements, and broadcast television and radio advertisements.
- (b) The Plaintiffs will provide reasonable notice of the story boards for any television and radio advertisements. The Defendants will be entitled to suggest reasonable changes and will be permitted to apply to the BC Court in the event of disagreement, or other court if appropriate.
- (c) The Parties shall agree on the budget for the implementation of the television and radio advertisements and if there is no agreement by order of the BC Court, or other court if appropriate.
- (d) In addition to this, Microsoft shall provide Class Counsel with Microsoft's End User Data for Volume Licensees, which shall permit Class Counsel and the Claims Administrator to contact Class Members directly about the Settlement Approval and Claims Procedures.
- (e) The reasonable cost of locating and directly contacting Class Members will be paid by Microsoft and included in the claims administration and notice costs.

### **3.5 Notice Costs**

Microsoft shall pay all reasonable notice costs.

### **3.6 Motions Approving Notice**

- (a) As soon as practicable after the Settlement Agreement is executed, the Plaintiffs shall bring a motion before the BC Court for the First BC Order. As soon as

practicable after seeking the First BC Order, the Plaintiffs shall bring motions before the other Courts for the First Ontario Order, and the First Québec Order.

- (b) Nothing in this Settlement Agreement gives, or is intended to give, the Plaintiffs or the Class Members they represent in the Proceedings a further right to opt-out of the Proceedings.

### **3.7 Motions for Settlement Approval**

- (a) As soon as practicable after the First BC Order, First Ontario Order, and First Québec Order are granted, the Plaintiffs shall bring motions before the Courts to obtain the Second BC Order, Second Ontario Order, and Second Québec Order.
- (b) This Settlement Agreement shall only become final on the Effective Date.

### **3.8 Pre-Motion Confidentiality of Settlement Agreement**

The fact that the Parties have achieved a Settlement in principle is not confidential. However, until the Parties file their materials for the Notice of Settlement Approval Hearing, the Parties shall keep all of the terms of this Settlement Agreement confidential and shall not disclose them without the prior consent of Defence Counsel and Class Counsel, as the case may be, except as required to establish the distribution process and as required by law.

## **SECTION 4: SETTLEMENT CLAIMS**

This Settlement provides for a claims process for Class Members and School Claimants to make claims for compensation from Microsoft either in the form of Consumer Cash Payments or the redemption of Volume Licensee Vouchers, Stage 1 School Vouchers Stage 2 School Vouchers or, Cy-près Vouchers upon the purchase of Approved Microsoft Products. Microsoft's obligation hereunder is to make or fund the Consumer Cash Payments and the redemption of vouchers on an ongoing basis along with the Administration Expenses, Class Counsel Fees and the costs of notice. However, in no event shall the total value of the vouchers identified in this section, the Consumer Cash Payments, and Class Counsel Fees payments by Microsoft exceed CDN \$517,331,500.

**SECTION 5:**  
**PRODUCTS COVERED BY THE SETTLEMENT AGREEMENT**

The Parties have used their best efforts to ensure that Schedules A1, A2, A3 and A4 to this Settlement Agreement contain complete lists of the following Eligible Products at issue in this litigation: (1) PC versions of MS-DOS and Windows operating systems software (other than operating systems software for servers) that were available for purchase during the Class Period; and (2) versions of the following types of applications software that were licensed for use with either MS-DOS or Windows and that were available for purchase during the Class Period: (a) Word word processing applications, either standalone or included in productivity suite applications other than Office, including Works Suite and Home Essentials; (b) Excel spreadsheet applications, either standalone or included in productivity suite applications other than Office, including Works Suite and Home Essentials; and (c) Office productivity suite applications that include both Word and Excel.

**SECTION 6:**  
**CONSUMER CASH PAYMENTS**

Microsoft shall make the Consumer Cash Payments described in this Section available to all Class Members who are not Volume Licensees.

**6.1 Consumer Cash Payment Amounts**

Upon approval of a satisfactory Claim filed by the Claims Deadline, as set forth in Sections 8.1 and 8.2, each Class Member who is not a Volume Licensee and who purchased a Category I, Category II, Category III, or Category IV software license for use in Canada during the Class Period may obtain a Consumer Cash Payment as follows:

- (a) Class Members who purchased a license for a Category I product during the Class Period for use in Canada will receive a Consumer Cash Payment worth CDN \$13.00 for each such license;

- (b) Class Members who purchased a license for a Category II product during the Class Period for use in Canada will receive a Consumer Cash Payment worth CDN \$8.00 for each such license;
- (c) Class Members who purchased a license for a Category III product during the Class Period for use in Canada will receive a Consumer Cash Payment worth CDN \$6.50 for each such license; and
- (d) Class Members who purchased a license for a Category IV product during the Class Period for use in Canada will receive a Consumer Cash Payment worth CDN \$6.50 for each such license.

For the purposes of determining the appropriate amount of the Consumer Cash Payment to be awarded, a Class Member who is not a Volume Licensee shall be considered to have a separate license for each desktop or laptop computer that is authorized for use in conjunction with the licensed software under the terms of the Class Member's license agreement. The initial license and each separately purchased upgrade license shall be counted as separate licenses.

## **SECTION 7:**

### **VOLUME LICENSEE VOUCHERS**

Microsoft shall make the Volume Licensee Vouchers described in this Section available to all Volume Licensees.

#### **7.1 Volume Licensee Vouchers Amounts**

Upon approval of a satisfactory Claim filed by the Claims Deadline, as set forth in Section 8.1 and 8.4, each Volume Licensee who purchased a Category I, Category II, Category III, or Category IV software license for use in Canada during the Class Period may obtain a Volume Licensee Voucher as follows:

- (a) Volume Licensees who indirectly, and not for the purpose of further selling or leasing, purchased a license for a Category I product during the Class Period for use in Canada will receive a Volume Licensee Voucher worth CDN \$13.00 for each such license;

- (b) Volume Licensees who indirectly, and not for the purpose of further selling or leasing, purchased a license for a Category II product during the Class Period for use in Canada will receive a Volume Licensee Voucher worth CDN \$8.00 for each such license;
- (c) Volume Licensees who indirectly, and not for the purpose of further selling or leasing, purchased a license for a Category III product during the Class Period for use in Canada will receive a Volume Licensee Voucher worth CDN \$6.50 for each such license; and
- (d) Volume Licensees who indirectly, and not for the purpose of further selling or leasing, purchased a license for a Category IV product during the Class Period for use in Canada will receive a Volume Licensee Voucher worth CDN \$6.50 for each such license.

For the purposes of determining the appropriate number of vouchers to be awarded, a Volume Licensee shall be considered to have a separate license for each desktop or laptop computer that is authorized for use in conjunction with the licensed software under the terms of the Volume Licensee's license agreement. For example, if the Volume Licensee's license agreement authorizes installation of the software on up to 100 computers, the Volume Licensee is entitled to 100 vouchers, regardless of whether the software is actually installed on 100 computers, as long as the Volume Licensee has paid for 100 licenses. For Enterprise Agreement licenses, the Volume Licensee shall be considered only to have a single license for the initial software received under the agreement and not for automatic upgrades which they are eligible to receive and install under their enterprise agreement. Where Volume Licensees with Select and Open licenses have enrolled in programs to potentially upgrade their software at a later date (i.e., Maintenance, Upgrade Advantage, Software Assurance and/or License & Software Assurance), those potential upgrade rights shall not be considered to be a license separate from the initial licenses purchased under the agreement. For all other types of licensing agreements, the initial license and each separately purchased upgrade license shall be counted as separate licenses.

**SECTION 8:**  
**PROCESS FOR CLAIMING CONSUMER CASH PAYMENTS AND CLAIMING AND**  
**REDEEMING VOLUME LICENSEE VOUCHERS**

**8.1 Submitting Claims**

- (a) Class Members may make Claims for the Consumer Cash Payments or Volume Licensee Vouchers described in Section 6.1 and 7.1 by submitting a completed Claim Form online, together with a satisfactory proof of qualification as specified below, to the Claims Administrator prior to the Claims Deadline.
- (b) The Notice of Settlement Approval and Claims Procedures shall include a link to the Claims Administrator's website, which will include an electronic copy of the Claim Form. In addition, an electronic copy of the Claim Form will be available via a website maintained by the Claims Administrator, which will also contain information on how to make Claims.
- (c) All Claims Forms to be completed by Class Members will require a sworn declaration under penalty of perjury that sets forth the Claimant's name, street address, telephone number, email address, the quantity acquired of each of the four categories of Eligible Products, and requires the Class Member to confirm, to the best of their knowledge, that the products acquired are genuine non-pirated software. The Claim Form will also call for the Claimant to identify, to the best of their knowledge, the year in which each purchase was made and the identity of the seller.

**8.2 Fraud Detection**

- (a) The Claims Administrator shall be asked to recommend and implement a reasonable fraud detection procedure as agreed to by the Parties, or if there is no agreement by order of the BC Court, or other Court if appropriate. The fraud detection procedure will be designed to identify and eliminate Claims that are fraudulent or otherwise improper and may, if appropriate, modify the claims process set out in this Settlement Agreement.



### **8.3 Proof of Qualification (Consumer Cash Payments)**

- (a) If a Claimant submits less than CDN \$250.00 in Claims for Consumer Cash Payments, that Claimant is not required to support its submission with anything more than a sworn declaration under penalty of perjury. The Claims Administrator shall approve such Claims without requiring further documentation unless there is reasonable cause to suspect that the Claim is fraudulent or otherwise improper.
- (b) If a Claimant submits more than CDN \$250.00 in Claims for Consumer Cash Payments, the Claimant is required, for the portion of its Claim in excess of CDN \$250.00, to support its submission by providing, prior to the Claims Deadline, for each license: (1) a sworn declaration under penalty of perjury; and (2) one of the following:
  - (i) the product identification (“PID”) number;
  - (ii) the Product Key number that is found on the computer hardware (for preinstalled Microsoft Operating Systems) or printed on the Certificate of Authenticity (“COA”) obtained with the Microsoft Operating System and/or Microsoft Application or that is located on the back of the case for the CD-ROM containing such software;
  - (iii) the original COA;
  - (iv) receipts reflecting the purchase of bona fide Eligible Products; or
  - (v) other credible written evidence.

The Claims Administrator’s website will clearly explain where the PID, Product Key or COA can be found on the Eligible Products. The Claims Administrator shall approve such Claims without requiring further documentation unless there is reasonable cause to suspect that the Claim is fraudulent or otherwise improper. The Claim Administrator’s decision will be final and binding, subject to the limited right of appeal as described in Section 8.10.

#### **8.4 Proof of Qualification (Volume Licensees)**

- (a) If a Claimant submits less than CDN \$650.00 in Claims for Volume Licensee Vouchers, that Claimant is not required to support its submission with anything more than a sworn declaration under penalty of perjury. The Claims Administrator shall approve such Claims without requiring further documentation unless there is reasonable cause to suspect that the Claim is fraudulent or otherwise improper.
- (b) If a Claimant submits more than CDN \$650.00 in Claims for Volume Licensee Vouchers, the Claimant is required, for the portion of its Claim in excess of CDN \$650.00, to support its submission by providing, prior to the Claims Deadline, for each license: (1) a sworn declaration under penalty of perjury; and (2) one of the following:
  - (i) the Claimant's license agreement;
  - (ii) license confirmations;
  - (iii) interim true-up orders;
  - (iv) receipts reflecting the purchase of bona fide Eligible Products;
  - (v) Enterprise Agreement enrollment forms;
  - (vi) eOpen documentation;
  - (vii) MVLS documentation;
  - (viii) printed information obtained from Microsoft's End User Data; or
  - (ix) other credible written evidence.

The Claims Administrator shall approve such Claims without requiring further documentation unless there is reasonable cause to suspect that the Claim is fraudulent or otherwise improper. The Claim Administrator's decision will be

final and binding, subject to the limited right of appeal as described in Section 8.10.

- (c) Instead of, or in addition to attaching the types of documentation set forth in (b) above, a Claimant may check a box prominently displayed on the first page of its Claim Form that will require Microsoft (with the active supervision of the Claims Administrator) to search Microsoft's End User Data to determine whether there is license information in Microsoft's End User Data that the Claimant can use to further document the Claim. Microsoft shall provide the Claims Administrator with copies of the necessary portions of Microsoft's End User Data and the assistance necessary to facilitate access to the Claimant's license information and will communicate that information to the Claimant for use in making a Claim. The Claims Administrator shall authorize otherwise valid claims documented by the Claimant as further supplemented by the license records found in Microsoft's End User Data.

## **8.5 Claims Review Process**

- (a) The Claims Administrator shall review each Claim and make a determination of the amount of the Consumer Cash Payment or the number and amount of Volume Licensee Vouchers to be issued to each Claimant by the Claims Review Deadline.
- (b) The Claim Administrator's decision will be final and binding, subject to the limited right of appeal as described in Section 8.10.

## **8.6 Issuing of Consumer Cash Payments**

- (a) During the Claims Period, the Claims Administrator shall mail a cheque for the amount of any Consumer Cash Payment to each Claimant whose Claim is approved to the address provided by the Claimant.
- (b) The Claims Administrator shall not be responsible for ensuring that the Claimants actually receive the cheque.

## **8.7 Issuing and Redeeming Volume Licensee Vouchers**

- (a) During the Claims Period, the Claims Administrator shall mail or email the Volume Licensee Vouchers for each Claimant whose Claim is approved to the address provided by the Claimant.
- (b) To redeem a Volume Licensee Voucher for all or part of its face value, a Volume Licensee must submit the Volume Licensee Voucher, together with satisfactory proof of purchase of the Approved Microsoft Product(s) to the Claims Administrator by the Redemption Deadline. The Claimant must have purchased the Approved Microsoft Product(s) prior to the Redemption Deadline.
- (c) The proof of purchase must include the original receipt or a copy of the original receipt for the purchase of the Approved Microsoft Products. The Claims Administrator will be responsible for determining whether the information submitted is sufficient. The Claim Administrator's decision will be final and binding, subject to the limited right of appeal as described in Section 8.10.
- (d) The Claims Administrator shall mail a cheque to each Claimant who redeems a Volume Licensee Voucher for the full or partial amount of the redemption, as applicable, to the address provided by the Claimant.

## **8.8 Restrictions**

- (a) Aggregation:
  - (i) Volume Licensee Vouchers may be aggregated with other Volume Licensee Vouchers by any Volume Licensee or Volume License Transferee possessing a number of any such Volume Licensee Vouchers. The Volume Licensee Vouchers are not redeemable for cash and may only be submitted to the Claims Administrator. The Volume Licensee Vouchers issued to Class Members shall expire after the Redemption Deadline. Volume Licensee Vouchers will be printed with security features, will be serialized and, if possible, will be printed with the name

of the Volume Licensee Voucher recipient on the face of the Volume Licensee Voucher.

(b) Transferability:

- (i) The right to make a claim for Consumer Cash Payments is not assignable or transferable and cannot be claimed by anyone other than the Claimant.
- (ii) Each Volume Licensee Voucher may be transferred not more than twice. To transfer a Volume Licensee Voucher, the Class Member must endorse the Volume Licensee Voucher to a named Volume License Transferee. Volume Licensee Vouchers are not transferable under any other circumstance.

## **8.9 Claims Administration**

- (a) The Claims Administrator shall review the Claims Forms and proofs of purchase by the Claims Review Deadline to determine whether they contain the required documentation, if any, and whether the Claims are duplicative or otherwise invalid and shall reject any invalid Claims.
- (b) In the event that a Claims Form or proof of purchase is rejected by the Claims Administrator, the Claims Administrator shall send notice by mail or email to the Claimant at the contact information included on the Claims Form, clearly informing the Claimant of the deficiency, with copies to Class Counsel and Defence Counsel. The notice shall clearly inform the Claimant concerning the details of any deficiency and shall provide instructions concerning what must be done to cure any deficiency. The Claimant shall have until the longer of thirty (30) days after receipt of notice of deficiency from the Claims Administrator or the Claims Deadline, whichever is longer, to address the deficiency with a new submission to the Claims Administrator. The submissions are complete upon mailing or emailing.

- (c) The decision concerning the validity of any particular Claim or redemption shall be made by the Claims Administrator.
- (d) The Claim Administrator's decision will be final and binding, subject to the limited right of appeal as set out in Section 8.10.
- (e) Microsoft shall pay all reasonable claims administration costs.
- (f) The Claims Administrator shall send Microsoft periodic invoices for the costs of the claims administration under this Settlement Agreement. Microsoft shall pay such costs within thirty (30) days of invoice. If Microsoft believes the amount charged on any invoice is excessive, Microsoft may submit its objections to the Courts for resolution and need not pay the disputed amount until the Court has resolved the objections.

#### **8.10 Appeal of the Claims Administrator's Decision**

- (a) Appeals will be determined by a master or a special referee appointed by the Courts. The master or special referee shall apply the rules provided herein to the appeal.
- (b) Except as provided in paragraph (b), Class Members and Microsoft may appeal a decision of the Claims Administrator to the master or special referee. Any such appeal must be postmarked or electronically submitted within thirty (30) days of the date that the decision of the Claims Administrator is sent to them.
- (c) There shall be no right of appeal in respect of Claims filed after the Claims Deadline.
- (d) Appeals shall be on the basis of written submissions supported by the documentation provided to the Claims Administrator as part of the claims process and any other material provided by the Class Members or Microsoft in support of the appeal. Notwithstanding the foregoing, the master or special referee, in his or her sole discretion, may request oral submissions to be made via

teleconference or establish additional procedures to be followed during the appeal in cases where he or she determines that is warranted.

- (e) The master or special referee's decision on the appeal is final and binding and shall not be subject to any further appeal or review whatsoever.

## **SECTION 9:**

### **SCHOOL VOUCHER DISTRIBUTION AND CY-PRÈS**

#### **9.1 Supplemental School Voucher Claims**

- (a) Schools in Canada will be eligible to claim further school voucher distribution as set out in this section.
- (b) The principles governing the eligibility of School Claimants and the distribution Stage 1 School Vouchers and Stage 2 School Vouchers are listed in Schedule E.
- (c) The Stage 1 School Vouchers and Stage 2 School Vouchers may only be used by School Claimants.
- (d) The School Claimants are not authorized to resell, transfer or aggregate any excess Stage 1 School Vouchers or Stage 2 School Vouchers Vouchers that are not used by the School Claimants.
- (e) Class Counsel and Defence Counsel will meet annually to discuss the implementation and operation of the school vouchers, including specifically the claims and redemption of the Stage 1 School Vouchers and Stage 2 School Vouchers by the School Claimants. In the event the Stage 1 School Vouchers and Stage 2 School Vouchers are not being redeemed at a reasonable rate, or consistent with the intentions of this Settlement Agreement or of the Parties, the Parties may agree to make modifications as necessary to facilitate the realization of those intentions. Any changes to the school voucher distribution shall not materially alter the cost of the distribution to Microsoft. Any material changes to the school voucher distribution shall be approved by the Courts.

- (f) Where there are circumstances that a limited number of schools need modest investments in infrastructure or training in order to make use of the Stage 1 School Vouchers and Stage 2 School Vouchers, the Parties may agree to devote portions of these vouchers to those investments.

## **9.2 The Stage 1 School Voucher Distribution**

Within thirty (30) days of the Claims Review Deadline, the Claims Administrator shall determine the Stage 1 School Voucher Amount. In the event that the Stage 1 School Voucher Amount is greater than zero, that amount shall be distributed as follows:

- (a) The Stage 1 School Voucher Distribution will commence no later than sixty (60) days after the Claims Review Deadline.
- (b) The Stage 1 School Vouchers distributed in the Stage 1 School Voucher Distribution may only be redeemed during the Stage 1 School Voucher Period for Approved Microsoft Products listed in Schedule B.

## **9.3 The Stage 2 School Voucher Distribution**

Within thirty (30) days of the Redemption Deadline, the Claims Administrator shall calculate the Stage 2 School Voucher Amount. In the event that the Stage 2 School Voucher Amount is greater than zero that amount shall be distributed as follows:

- (a) The Stage 2 School Voucher Distribution will commence no later than sixty (60) days after the Redemption Period.
- (b) The Stage 2 School Vouchers distributed in the Stage 2 School Voucher Distribution may only be redeemed during the Stage 2 School Voucher Period for Approved Microsoft Products listed in Schedule B.

## **9.4 The Cy-près Distribution**

Within thirty (30) days of the end of the Stage 1 School Voucher Period and Stage 2 School Voucher Period, if there are unredeemed Stage 1 School Vouchers or Stage 2 School Vouchers, the Claims Administrator shall determine the total amount of such vouchers, which are



unredeemed (“*Cy-près Voucher Amount*”). In the event that the Cy-près Voucher Amount is greater than zero, that amount shall be distributed as follows:

- (a) The Fonds d’aide aux actions collectives (“*Fonds*”) will be entitled to receive the value in dollars of a percentage of the share of the Cy-près Voucher Amount that would otherwise be allocated to the Quebec Class pursuant to the *Regulation respecting the percentage withheld by the Fonds d’aide aux actions collectives*, chapter F-3.2.0.1.1, r. 2. It is estimated that twenty percent (20%) of the class purchases in Canada are attributed to the Quebec Class. Accordingly, twenty percent (20%) of the Cy-près Voucher Amount will be notionally allocated to Quebec for the purposes of determining the amount payable to the Fonds in accordance with the *Regulation*.
- (b) Following the payment to the Fonds, the remaining Cy-près Voucher Amount shall be distributed by means of Cy-près Vouchers to educational institutions in Canada by further agreement of the Parties, or if there is no agreement, by order of the BC Court, or other court if appropriate.
- (c) The Cy-près Vouchers distributed in the Cy-près Voucher Distribution shall begin on a date no later than sixty (60) days of the end of the Stage 1 School Voucher Period and the Stage 2 School Voucher Period.
- (d) The Cy-près Vouchers distributed in the Cy-près Voucher Distribution may only be redeemed during the Cy-près Voucher Period for Approved Microsoft Products listed in Schedule B.

## **SECTION 10:**

### **TERMINATION OF SETTLEMENT AGREEMENT**

#### **10.1 Right of Termination**

- (a) The Plaintiffs and/or the Defendants have the right to terminate this Settlement Agreement in the event that:

- (i) any Court declines to approve this Settlement Agreement or any material part hereof;
  - (ii) any Court approves this Settlement Agreement in a materially modified form other than as amended by the Parties; or
  - (iii) the Second BC Order, the Second Ontario Order, or the Second Québec Order does not become a Final Order.
- (b) If the Plaintiffs or Defendants elect to terminate the Settlement Agreement, a written notice of termination shall be provided. Upon delivery of such written notice, this Settlement Agreement shall be terminated and shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.
- (c) Any order, ruling or determination made by any Court with respect to Class Counsel's fees and disbursements shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not constitute any basis for the termination of this Settlement Agreement.

## **10.2 Effect of Termination**

- (a) In the event of termination of this Settlement Agreement, all Parties shall be restored to their respective positions in and with respect to the Proceedings immediately prior to the date on which this Settlement Agreement is signed by all Parties.
- (b) All negotiations, statements, and proceedings relating to the Settlement and the Settlement Agreement shall be deemed to be without prejudice to the rights of the Parties, and the Parties shall be deemed to be restored to their respective positions existing immediately before it was executed.
- (c) The Plaintiffs, Class Counsel, Microsoft, and Defence Counsel expressly acknowledge that they will not, in any way whatsoever, use the fact or existence

of this Settlement Agreement as any form of admission, whether of liability, wrongdoing, or otherwise, of the Defendants or the Plaintiffs.

### **10.3 Survival of Provisions After Any Termination**

If this Settlement Agreement is terminated, the provisions of this Settlement Agreement will have no force or effect and all obligations related thereto shall cease immediately.

## **SECTION 11:**

### **RELEASES AND DISMISSALS**

#### **11.1 Release of Released Parties**

The Parties agree to the following release which shall be included in the Second BC Order, the Second Ontario Order, and the Second Québec Order and which shall take effect upon the date the Courts' approval of the Settlement Agreement becomes a Final Order.

- (a) Upon the Effective Date, and in exchange for the settlement benefits hereunder and for other valuable consideration set forth in the Settlement Agreement, the Plaintiffs and each Class Member, including their heirs, successors and assigns, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, expressly and irrevocably waives and fully, finally and forever settles and releases all claims, demands, actions, suits and causes of action against Microsoft and/or its directors, officers, employees, lawyers, insurers or agents, whether known or unknown, asserted or unasserted, that any Class Member ever had, could have had, now has or hereafter can, shall or may have, relating in any way to any conduct, act or omission which was or could have been alleged in the Proceedings which arise from or relate to the purchase, use and/or acquisition of a license for a Microsoft Operating System and/or Microsoft Applications, and where the claims, demands, actions, suits or causes of action concern or relate to:
  - (i) the *Competition Act*, RSC 1985, c. 19;
  - (ii) tort of unlawful means;

- (iii) restraint of trade;
  - (iv) unjust enrichment;
  - (v) waiver of tort;
  - (vi) misrepresentation;
  - (vii) unfair competition;
  - (viii) unfair practices;
  - (ix) conspiracy;
  - (x) price discrimination;
  - (xi) trade regulation and trade practices; and
  - (xii) security patches.
- (b) This Release does not include:
- (i) claims relating to the acquisition or licensing of Microsoft Operating Systems or Microsoft Applications for use outside of Canada;
  - (ii) claims arising from purchases directly from Microsoft of licenses for Microsoft Operating Systems or Microsoft Applications;
  - (iii) claims by competitors of Microsoft in their capacity as competitors; or
  - (iv) claims relating to purchases after March 11, 2010, but only to the extent they rely on Microsoft's conduct, acts or omissions that take place after March 11, 2010.
- (c) The Plaintiffs and Class Members expressly agree that this Release and the Second BC Order, Second Ontario Order, and Second Québec Order are, will be, and may be raised as a complete defence to, and will preclude any action or proceeding encompassed by this Release.

- (d) The Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, cause of action and/or any other matters released through this Settlement.
- (e) In connection with the Settlement Agreement, the Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Proceedings and/or the Release herein. Nevertheless, it is the intention of the Plaintiffs and Class Members in executing this Settlement Agreement fully, finally and forever to settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or may have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the subject matter of the Proceedings, except as otherwise stated in this Settlement Agreement.
- (f) Releasors represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Releasors further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Proceedings, including without limitation, any claim for benefits, proceeds or value under the Proceedings, and that Releasors are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Proceedings or in any benefits, proceeds or values under the Proceedings. Class Members submitting a Claim Form shall represent and warrant therein that they are the sole and exclusive owner of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred assigned or encumbered any right, title, interest or

claim arising out of or in any way whatsoever pertaining to the Proceedings, including without limitation, any claim for benefits, proceeds or value under the Proceedings, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Proceedings or in any benefits, proceeds or values under the Proceedings.

- (g) Without in any way limiting its scope, and except to the extent otherwise specified in this Settlement Agreement, this Release covers without limitation, any and all claims for legal fees, taxes, costs, expert fees or consultant fees, interest, or litigation fees, costs or any other fees, costs and/or disbursements incurred by legal counsel, Class Counsel, any other legal counsel, the Plaintiffs, Class Members or any other person who claim to have assisted in conferring the benefits under this Settlement upon the Class.
- (h) The Plaintiffs, Class Counsel and/or any other legal counsel who receives legal fees and disbursements from this Settlement acknowledge that they have conducted sufficient independent investigation to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.
- (i) Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.
- (j) Releasors hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in the Second BC Order, the Second Ontario Order, and the Second Québec Order entered by the Courts.
- (k) The Parties agree that each Class Member, whether or not he or she submits a Claim or otherwise receives an award, will be forever barred and enjoined from continuing, commencing, instituting, or prosecuting any action, litigation,

investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, asserting against any of the Defendants, Released Parties, and/or third-party any claims that relate to or constitute any Released Claims covered by the Settlement Agreement.

## **11.2 Covenant Not To Sue**

For any Class Member resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasers do not release the Released Parties, but instead covenant and undertake not to sue or make any claim in any way or to threaten, commence, participate in, or continue any proceeding in any jurisdiction against the Released Parties in respect of or in relation to the Released Claims.

## **11.3 Dismissal of Proceedings**

- (a) Upon the Effective Date, the BC Proceeding and the Ontario Proceeding shall be dismissed with prejudice and without costs as against the Defendants. BC Class Members and Ontario Class Members shall be deemed to consent to the dismissal of the Proceedings, with prejudice and without costs as against the Defendants.
- (b) The Québec Proceeding shall be settled, without costs and without reservation as against the Defendants and any and all Released Parties and the Parties shall sign and file a notice of settlement out of court with the Québec Court.
- (c) Each member of the Québec Class who makes a claim under this Settlement Agreement shall be deemed to irrevocably consent to the dismissal, without costs against the Defendants and without reservation. Any other action or proceedings relating to the Released Claims commenced by a Class Member, either before or after the Effective Date, who makes a claim under this Settlement Agreement shall be dismissed as against the Released Parties without costs to the Defendants and without reservation.

**SECTION 12:**  
**BAR ORDERS IN THE BC AND ONTARIO PROCEEDINGS**

**12.1 Bar Orders**

The Plaintiffs and Defendants agree that the Second BC Order and the Second Ontario Order, shall contain a bar order in respect of the BC Proceeding and the Ontario Proceeding which contain the following orders:

- (a) Upon the Effective Date, each Releasor shall not now or hereafter threaten, institute, prosecute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim, proceeding, complaint or demand against, or collect or seek to recover from, any of the Released Parties, any named or unnamed co-conspirators or any other person or persons who will or could bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity or any other relief against any of the Released Parties in respect of any Released Claims, and are permanently barred and enjoined from doing so; and
- (b) All claims for contribution, indemnity or other claims over against the Released Parties, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise by a named or unnamed co-conspirators who are not Released Parties or any other person or party, against the Released Parties, are barred, prohibited and enjoined.
- (c) This section shall be inoperative only to the extent that it is inconsistent with BC Counsel's obligations under Rule 3.2-10 of the *Code of Professional Conduct for British Columbia*.



**SECTION 13:**  
**CLASS COUNSEL FEES AND PAYMENT OF SETTLEMENT AMOUNT**

**13.1 Legal Fees, Disbursements, and Applicable Taxes**

- (a) Class Counsel will bring applications to the Courts for approval of Class Counsel Fees (inclusive of disbursements and any applicable taxes). Such Class Counsel Fees are awarded at the discretion of the Courts after hearing from Class Counsel.
- (b) Class Counsel will neither request of the Courts, nor accept an award for fees, disbursements and taxes in an amount that exceeds CDN \$107,395,400, and Microsoft will not oppose such request up to and including CDN \$107,395,400. The approval of this Settlement shall not be contingent upon the approval of Class Counsel Fees.
- (c) Class Counsel Fees shall be paid by Microsoft.
- (d) Within 72 hours after Class Counsel obtain the Courts' approval of Class Counsel Fees, Microsoft shall transfer the monies so awarded by the Courts for payment of Class Counsel Fees as directed by BC Class Counsel so long as the direction is consistent with the Courts' approval of Class Counsel Fees. BC Class Counsel shall be responsible for directing the payment of Class Counsel Fees among Class Counsel, U.S. consultants and experts at their discretion. Microsoft shall have no liability in connection with the direction, transfer, and distribution of the Class Counsel Fees among Class Counsel, or otherwise.
- (e) Class Members who have retained, or in the process of making a claim do retain, lawyers to assist them in making their individual claims to this Settlement shall be solely responsible for the legal fees and expenses of such lawyers.

## **13.2 Interest and Taxes**

- (a) All interest earned on amounts held by the Claims Administrator in the Account shall accrue to the benefit of the Class and shall become and remain part of the Account.
- (b) All Canadian taxes payable on any interest which accrues in the Account shall be the sole responsibility of the Class. Class Counsel or the Claims Administrator shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due in respect to the income earned by the Account shall be paid from the Account.
- (c) The Defendants shall have no responsibility to make any filings relating to the Account and will have no responsibility to pay tax on any income earned or pay any taxes on the monies in the Account, unless this Settlement Agreement is terminated, in which case the interest earned in the Account shall be paid to the Defendants who, in such case, shall be responsible for the payment of all taxes on such interest.
- (d) In no event shall the Defendants bear any risk with respect to investment of funds in the Account.
- (e) All funds held by the Claims Administrator shall be deemed and considered to be in the custody of the Courts and shall remain subject to the jurisdiction of the Courts until such time as such funds shall be distributed pursuant to the Settlement Agreement and/or further order of the Courts.

### **SECTION 14:**

#### **NO ADMISSION OF LIABILITY**

The Parties agree that, whether or not this Settlement Agreement is finally approved or is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement

Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Released Parties or any of them, or of the truth of any of the claims or allegations made in the Proceedings, or in any other pleading filed by the Plaintiffs or the Defendants.

The Parties further agree that, whether or not this Settlement Agreement is finally approved or is terminated, neither this Settlement Agreement nor any document relating to it shall be offered in evidence in any action or proceeding in any court, agency or tribunal, except to seek court approval of this Settlement Agreement or to give effect to and enforce the provisions of this Settlement Agreement.

## **SECTION 15:**

### **MISCELLANEOUS**

#### **15.1 Motions for Directions**

- (a) Class Counsel, Defence Counsel, or the Claims Administrator may apply to the Courts for directions in respect of the implementation and administration of this Settlement Agreement.
- (b) All motions contemplated by this Settlement Agreement, including applications to the Courts for directions, shall be on notice to the Parties.

#### **15.2 Released Parties Have No Liability for Administration**

The Released Parties have no liability whatsoever with respect to the administration of the Settlement Agreement.

#### **15.3 Headings, etc.**

In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and

- (b) the terms “this Settlement Agreement”, “the Settlement Agreement”, “hereof”, “hereunder”, “herein”, “hereto”, and similar expressions refer to this Settlement Agreement and not to any particular section or portion of this Settlement Agreement.

#### **15.4 Computation of Time**

- (a) where there is a reference to a number of days between two events, unless otherwise stated, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday in any of British Columbia, Québec, or Ontario, the act may be done on the next day that is not a holiday.

#### **15.5 Ongoing Jurisdiction**

- (a) British Columbia will continue to operate as the lead jurisdiction for the purposes of the settlement approval and administration process.
- (b) Each of the Courts shall retain exclusive jurisdiction over each Proceeding commenced in its jurisdiction, the Parties thereto and the Class Counsel Fees in those Proceedings. However, where appropriate, the Parties may request that Québec Court or the Ontario Court delegate their supervisory role to the BC Court.
- (c) Subject to (b), no Party shall ask a Court to make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complimentary order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.

## **15.6 Governing Law**

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia, but with regard to Ontario Class Members, this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario, and with regard to Québec Class Members, this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Québec.

## **15.7 Entire Agreement**

This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes any and all prior and contemporaneous understandings, undertakings, negotiations, representations, communications, promises, agreements, agreements in principle, and memoranda of understanding in connection herewith. None of the Parties shall be bound by any prior obligations, conditions, or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

## **15.8 Amendments**

This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Courts.

## **15.9 Binding Effect**

Once the Settlement attains the Effective Date, this Settlement Agreement shall be binding upon, and inure to the benefit of the Plaintiffs, the Class Members, the Defendants, the Releasers, the Released Parties, Class Counsel, Defence Counsel, and the Claims Administrator.

## **15.10 Discovery Materials**

All discovery materials and information (including but limited to documents, responses to interrogatories, document requests, transcripts, privilege logs, and all data furnished or stored by electronic means produced or provided by any of the Parties or non-parties either before, on or after the date of this Settlement Agreement, whether produced or provided informally or

pursuant to discovery requests) shall be governed by all Confidentiality/Protective Orders in force as of the date of this Settlement Agreement, subject to such modifications, if any, that the Courts may make.

#### **15.11 Counterparts**

This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile signature shall be deemed an original signature for purposes of executing this Settlement Agreement. This Settlement Agreement may be delivered and is fully enforceable in either original, emailed, or other electronic form provided that it is duly executed.

#### **15.12 Negotiated Agreement**

This Settlement Agreement has been the subject of negotiations and discussions among the Parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

#### **15.13 Dates**

Dates referred to in this Settlement Agreement may be altered with the written consent of the Parties and with the approval of the Courts.

#### **15.14 Language**

The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, a French translation of the Settlement Agreement and/or any notices, orders or other documents contemplated by this Settlement Agreement shall be prepared, the cost of which shall be paid for by Microsoft. The Parties agree that such translation is for convenience only. In the event of any

dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

#### **15.15 Transaction**

This Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Québec*, and the Parties are hereby renouncing to any errors of fact, of law and/or of calculation.

#### **15.16 Recitals**

The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

#### **15.17 Schedules**

The Schedules annexed hereto form part of this Settlement Agreement.

#### **15.18 Acknowledgments**

Each of the Parties hereby affirms and acknowledges that:

- (a) he, she, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her, or the Party's representative by his, her, or its counsel;
- (c) he, she, or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation, or inducement (whether material, false, negligently made, or otherwise) of any other Party with respect to the first Party's decision to execute this Settlement Agreement.

### **15.19 Authorized Signatories**

Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

### **15.20 Notice**

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication, or document shall be provided by email, facsimile, or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

#### **FOR PLAINTIFFS AND FOR CLASS COUNSEL:**

##### **Camp Fiorante Matthews Mogerman**

Barristers and Solicitors  
#400 - 856 Homer Street  
Vancouver, BC V6B 2W5

J.J. Camp, Q.C.

Reidar Mogerman

Naomi Kovak

Phone: (604) 689 7555

Fax: (604) 689 7554

Email: [jjcamp@cfmlawyers.ca](mailto:jjcamp@cfmlawyers.ca)

Email: [rmogerman@cfmlawyers.ca](mailto:rmogerman@cfmlawyers.ca)

Email: [nkovak@cfmlawyers.ca](mailto:nkovak@cfmlawyers.ca)

##### **Strosberg Sasso Sutts LLP**

Barristers and Solicitors  
1561 Ouellette Avenue  
Windsor, Ontario N8X 1K5

Heather Rumble Peterson

Phone: (519) 258 9333

Fax: (866) 316 5311

Email: [hpeterston@strosbergco.com](mailto:hpeterston@strosbergco.com)

**Bouchard, Pagé, Temblay, s.e.n.c.**



510 - 825 boul. Lebourgneuf  
Québec City, QC G2J 0B9

Me Stéphane Pagé

Phone: (418) 622-6699  
Fax: (418) 628 1912  
Email: stephanepage@bptavocats.com

**FOR THE DEFENDANTS AND DEFENCE COUNSEL:**

**Fasken Martineau DuMoulin LLP**  
Barristers and Solicitors  
550 Burrard Street, Suite 2900  
Vancouver, BC V6C 0A3

D. Geoffrey Cowper, Q.C.  
Alexandra Mitretodis  
Telephone: (604) 631 3131  
Fax: (604) 631 3232  
Email: gcowper@fasken.com  
Email: amitretodis@fasken.com

**15.21 Date of Execution**

The Parties have executed this Agreement as of the date on the cover page.

**PRO-SYS CONSULTANTS LTD. and  
NEIL GODFREY**

Signature of Authorized Signatory:  
Name of Authorized Signatory:

  
**Reidar Mogerman**

**Camp Fiorante Matthews Mogerman  
BC Class Counsel**

**K.L. & K. (LONDON) LIMITED and  
MARIAN STARESINIC**

Signature of Authorized Signatory:

Name of Authorized Signatory:

~~Heather Rumble Peterson~~

**Strosberg Sasso Sutts LLP  
Ontario Class Counsel**

**GILLES GAGNÉ**

Signature of Authorized Signatory:

Name of Authorized Signatory:

~~Me Stéphane Pagé~~

**Bouchard, Pagé, Tremblay, s.e.n.c  
Québec Class Counsel**

**MICROSOFT CORPORATION and  
MICROSOFT CANADA CO./  
MICROSOFT CANADA CIE**

Signature of Authorized Signatory:

Name of Authorized Signatory:

~~D. Geoffrey Cowper, Q.C.~~

**Fasken Martineau DuMoulin LLP  
Defence Counsel**

### SCHEDULE A-1 - ELIGIBLE PRODUCTS

Non-subscription versions (other than Enterprise Agreements) of MS-DOS and Windows operating system software (other than operating system software for servers) that were available for purchase during the Class Period, including:

| <b><u>Product Title/Edition</u></b> | <b><u>Version</u></b> |
|-------------------------------------|-----------------------|
| MS-DOS                              | 1.0                   |
| MS-DOS                              | 2.0                   |
| MS-DOS                              | 2.11                  |
| MS-DOS                              | 3.1                   |
| MS-DOS                              | 3.2                   |
| MS-DOS                              | 3.21                  |
| MS-DOS                              | 3.22                  |
| MS-DOS                              | 3.3                   |
| MS-DOS                              | 3.5                   |
| MS-DOS                              | 4.0                   |
| MS-DOS                              | 4.01                  |
| MS-DOS                              | 4.2                   |
| MS-DOS                              | 5.0                   |
| MS-DOS                              | 6.0                   |
| MS-DOS                              | 6.2                   |
| MS-DOS                              | 6.21                  |
| MS-DOS                              | 6.22                  |
| Windows                             | 1.0                   |
| Windows                             | 2.0                   |

| <b><u>Product Title/Edition</u></b> | <b><u>Version</u></b> |
|-------------------------------------|-----------------------|
| Windows                             | 2.1                   |
| Windows                             | 2.11                  |
| Windows                             | 3.0                   |
| Windows                             | 3.1                   |
| Windows                             | 3.11                  |
| Windows                             | 3.2                   |
| Windows for Workgroups              | 1.0                   |
| Windows for Workgroups              | 3.0                   |
| Windows for Workgroups              | 3.1                   |
| Windows for Workgroups              | 3.11                  |
| Windows 95                          |                       |
| Windows 98                          |                       |
| Windows 98 Second Edition           |                       |
| Windows Millennium                  |                       |
| Windows 2000                        |                       |
| Windows 2000 Professional           |                       |
| Windows NT Workstation              | 1.0                   |
| Windows NT Workstation              | 3.1                   |
| Windows NT Workstation              | 3.11                  |
| Windows NT Workstation              | 3.4                   |
| Windows NT Workstation              | 3.5                   |
| Windows NT Workstation              | 3.51                  |
| Windows NT Workstation              | 4.0                   |



| <b><u>Product Title/Edition</u></b>  | <b><u>Version</u></b> |
|--------------------------------------|-----------------------|
| Windows NT Workstation               | 4.21                  |
| Windows XP Home                      |                       |
| Windows XP Media Center Edition      |                       |
| Windows XP Media Center Edition 2003 |                       |
| Windows XP Media Center Edition 2004 |                       |
| Windows XP Media Center Edition 2005 |                       |
| Windows XP Professional              |                       |
| Windows XP Media Center Edition      |                       |
| Windows XP Starter                   |                       |
| Windows XP Tablet PC Edition         |                       |
| Windows XP Tablet PC Edition 2005    |                       |
| Windows Vista Business               |                       |
| Windows Vista Home Basic             |                       |
| Windows Vista Home Premium           |                       |
| Windows Vista Starter                |                       |
| Windows Vista Ultimate               |                       |
| Windows 7 Home Basic                 |                       |
| Windows 7 Home Premium               |                       |
| Windows 7 Professional               |                       |
| Windows 7 Starter                    |                       |
| Windows 7 Ultimate                   |                       |

## SCHEDULE A-2 - ELIGIBLE PRODUCTS

Non-subscription versions (other than Enterprise Agreements) of Office productivity suite applications that include both Word and Excel, that were licenced for use with either MS-DOS or Windows and that were available for purchase during the Class Period, including:

| <b><u>Product Title/Edition</u></b> | <b><u>Version</u></b> |
|-------------------------------------|-----------------------|
| Office                              | 1.0                   |
| Office                              | 1.5                   |
| Office                              | 1.6                   |
| Office                              | 2.0                   |
| Office                              | 2.5                   |
| Office                              | 3.0                   |
| Office                              | 3.2                   |
| Office                              | 4.0                   |
| Office                              | 4.1                   |
| Office                              | 4.2                   |
| Office                              | 4.21                  |
| Office                              | 4.3                   |
| Office                              | 4.5                   |
| Office                              | 7.0                   |
| Office 95                           |                       |
| Office 97                           |                       |
| Office 2000                         |                       |
| Office XP                           |                       |
| Office Professional                 | 1.0                   |

| <b><u>Product Title/Edition</u></b>    | <b><u>Version</u></b> |
|----------------------------------------|-----------------------|
| Office Professional                    | 3.0                   |
| Office Professional                    | 4.0                   |
| Office Professional                    | 4.1                   |
| Office Professional                    | 4.2                   |
| Office Professional                    | 4.21                  |
| Office Professional                    | 4.3                   |
| Office Professional                    | 7.0                   |
| Office 95 Professional                 |                       |
| Office 97 Professional                 |                       |
| Office 2000 Professional               |                       |
| Office 2002 Professional               |                       |
| Office XP Professional                 |                       |
| Office XP Professional Special Edition |                       |
| Office 2000 Premium                    |                       |
| Office Small Business                  | 7.0                   |
| Office 97 Small Business               |                       |
| Office 97.2 Small Business             |                       |
| Office 2000 Small Business             |                       |
| Office XP Small Business               |                       |
| Office 2003                            |                       |
| Office Student & Teacher Edition 2003  |                       |
| Office Standard Edition 2003           |                       |
| Office Small Business Edition 2003     |                       |

| <b><u>Product Title/Edition</u></b>         | <b><u>Version</u></b> |
|---------------------------------------------|-----------------------|
| Office Professional Edition 2003            |                       |
| Office Basic Edition 2003                   |                       |
| Office Professional Enterprise Edition 2003 |                       |
| Office Basic 2007                           |                       |
| Office Enterprise 2007                      |                       |
| Office Home & Student 2007                  |                       |
| Office Professional 2007                    |                       |
| Office Professional Plus 2007               |                       |
| Office Small Business Edition 2007          |                       |
| Office Standard 2007                        |                       |
| Office Ultimate 2007                        |                       |
| Office Home & Business 2010                 |                       |
| Office Home & Student 2010                  |                       |
| Office Professional 2010                    |                       |
| Office Professional Academic 2010           |                       |
| Office Professional Plus 2010               |                       |
| Office Standard 2010                        |                       |
| Office Starter 2010                         |                       |



### SCHEDULE A-3 - ELIGIBLE PRODUCTS

Non-subscription standalone versions (other than Enterprise Agreements) of Excel spreadsheet applications that were licenced for use with either MS-DOS or Windows and that were available for purchase during the Class Period, including:

| <b><u>Product Title/Edition</u></b> | <b><u>Version</u></b> |
|-------------------------------------|-----------------------|
| Excel                               | 1.0                   |
| Excel                               | 1.1                   |
| Excel                               | 2.0                   |
| Excel                               | 2.1                   |
| Excel                               | 2.2                   |
| Excel                               | 2.21                  |
| Excel                               | 3.0                   |
| Excel                               | 4.0                   |
| Excel                               | 5.0                   |
| Excel                               | 6.0                   |
| Excel                               | 7.0                   |
| Excel 95                            |                       |
| Excel 98                            |                       |
| Excel 2000                          |                       |
| Excel 2002                          |                       |
| Excel 2003                          |                       |
| Excel 2007                          |                       |
| Excel 2010                          |                       |

#### **SCHEDULE A-4 - ELIGIBLE PRODUCTS**

Non-subscription standalone versions (other than Enterprise Agreements) of Word word processing applications and productivity suite applications other than Office including Word word processing software that were licenced for use with either MS-DOS or Windows and that were available for purchase during the Class Period, including:

| <b><u>Product Title/Edition</u></b> | <b><u>Version</u></b> |
|-------------------------------------|-----------------------|
| Word                                | 1.0                   |
| Word                                | 1.1                   |
| Word                                | 1.15                  |
| Word                                | 1.2                   |
| Word                                | 2.0                   |
| Word                                | 2.01                  |
| Word                                | 3.0                   |
| Word                                | 3.1                   |
| Word                                | 4.0                   |
| Word                                | 5.0                   |
| Word                                | 5.1                   |
| Word                                | 5.5                   |
| Word                                | 6.0                   |
| Word                                | 6.01                  |
| Word                                | 7.0                   |
| Word                                | 7.1                   |
| Word 95                             |                       |
| Word 97                             |                       |
| Word 98                             |                       |

| <b><u>Product Title/Edition</u></b> | <b><u>Version</u></b> |
|-------------------------------------|-----------------------|
| Word 2000                           |                       |
| Word 2002                           |                       |
| Word 2003                           |                       |
| Word 2007                           |                       |
| Word 2010                           |                       |
| Home Essentials 97                  |                       |
| Home Essentials 98                  |                       |
| Works 9.0                           |                       |
| Works Plus 2008                     |                       |
| Works Suite 99                      |                       |
| Works Suite 2000                    |                       |
| Works Suite 2001                    |                       |
| Works Suite 2002                    |                       |
| Works Suite 2003                    |                       |
| Works Suite 2004                    |                       |
| Works Suite 2005                    |                       |
| Works Suite 2006                    |                       |
| Works                               | 1.05                  |
| Works                               | 1.12 (MS-DOS)         |
| Works                               | 2.0 (Windows 3.x)     |
| Works                               | 3.0 (Windows 3.x)     |
| Works                               | 4.0 (Windows 95)      |
| Works                               | 6.0 (Windows 95)      |

| <b><u>Product Title/Edition</u></b> | <b><u>Version</u></b>       |
|-------------------------------------|-----------------------------|
| Works                               | 7.0 (Windows 98)            |
| Works                               | 8.0 (Windows 98/SE/Me/2000) |

## **SCHEDULE B - APPROVED MICROSOFT PRODUCTS\***

- Personal computer hardware, including peripheral devices such as keyboards, mice, cooling bases, LifeCams, LifeChat, Wireless Displays, and Wireless adapters;
- Microsoft Windows;
- Microsoft Surface, Surface Pro, and Surface Hub;
- Microsoft Azure;
- Microsoft Developer Tools;
- Microsoft Enterprise Mobility (including Azure Active Directory, Azure Info Protection, Azure RemoteApp, Azure Rights Management, Cloud Application Security, Enterprises Mobility, and Security Intune Multifactor Authentication);
- Microsoft Productivity Suites (including Office 365 subscriptions, Dynamics 365 subscriptions, and constituents such as One Drive);
- Microsoft Server Operating Systems (including Biztalk, Exchange, Health Solutions, SharePoint, SQL, and System Center); and
- Other Microsoft Software (including Minecraft, Minecraft Education Edition, and Intune).

*\* Microsoft has the option to update this list annually to add additional products.*

## **SCHEDULE "C1"**

### **MICROSOFT SOFTWARE CLASS ACTIONS**

#### **NOTICE TO CLASS MEMBERS**

**IF YOU BOUGHT MICROSOFT SOFTWARE OR A COMPUTER WITH MICROSOFT SOFTWARE BETWEEN  
DECEMBER 23, 1998 AND MARCH 11, 2010 (INCLUSIVE) YOUR RIGHTS MAY BE AFFECTED.**

**PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS**

**TO:** All persons resident in Canada as of May 25, 2016 who, between December 23, 1998 and March 11, 2010 (inclusive), purchased for their own use (not for resale) a genuine license for any full or upgrade version of:

- (i) Microsoft's Word or Excel applications software or any full or upgrade version of Microsoft's Office, Works Suite, or Home Essentials applications suites, intended for use on Intel-compatible personal computers ("Microsoft Applications Software"); or
- (ii) Microsoft's MS-DOS or Windows operating systems software intended for use on Intel-compatible personal computers ("Microsoft Operating Systems")

(collectively the "Class Members").

#### **I. NATURE OF THE CLASS ACTIONS**

Class action proceedings were initiated in British Columbia in *Pro-Sys Consultants Ltd. et al. v. Microsoft Corporation et al.*, Supreme Court of British Columbia, Vancouver Registry, No. L043175 (the "BC Action"), in Ontario in *K.L. & K. (London) Limited et al. v. Microsoft Corporation et al.*, Superior Court of Justice for Ontario, File No. 05-CV-4308, Windsor Registry (the "Ontario Action"), and in Québec in *Gagné c. Microsoft Corporation et al.*, Québec Superior Court, No. 200-06-000087-075, Québec City (the "Québec Action") (collectively the "Microsoft Proceedings").

The Microsoft Proceedings were certified or authorized against the defendants by the Supreme Court of British Columbia, the Ontario Superior Court of Justice, and the Superior Court of Québec.

The Microsoft Proceedings allege that Microsoft and Microsoft Canada have unlawfully created monopolies and used those monopolies to charge Class Members artificially inflated prices for Microsoft Operating Systems and Microsoft Applications. The plaintiffs, on behalf of the Class Members, claimed damages and restitution from the defendants in respect of the alleged conduct. The defendants denied any wrong doing or liability.

## **II. SETTLEMENT**

### **A. Overview**

A settlement has been reached in the Microsoft Proceedings with the defendants, without any admission of wrong doing, pursuant to which Class Members may make claims for compensation from Microsoft.

Class Members who indirectly, and not for the purpose of selling or leasing, licensed a Microsoft Operating System and/or Microsoft Application through a Microsoft volume licensing program (including Open, Select and Enterprise Agreement Programs) will be eligible to make a claim for a Volume License Voucher, which can be redeemed for the purchase of the Microsoft Products set out in **Schedule A** to the Settlement Agreement. Retail consumers will be eligible to make a claim for a cash payment.

Microsoft is obliged to make or fund the cash payments and the redemption of vouchers, which together with Class Counsel Fees (described below) shall not exceed CDN \$517,331,500.

This settlement resolves the Microsoft Proceedings for all of the Class Members as against the defendants. If the settlement is approved, a full release of all claims in all of the Microsoft Proceedings will be granted to the defendants. The settlement represents a resolution of disputed claims and the defendants do not admit any wrongdoing or liability.

### **B. Court Approval**

The settlement remains subject to approval by the Supreme Court of British Columbia, the Ontario Superior Court of Justice, and the Superior Court of Québec. Applications for approval of the settlement will be heard by the British Columbia Court in the City of Vancouver on ♦ at ♦ , and the Ontario Court in the City of Toronto on ♦ at ♦ , and the Quebec Court in the City of Montreal on ♦

at ♦. At these hearings the Courts will determine whether the settlement is fair, reasonable and in the best interests of the Class Members.

**C. Questions About the Settlement**

This notice contains only a summary of the settlement and Class Members are encouraged to review the complete Settlement Agreement. A copy of the Settlement Agreement can be downloaded here: [www.cfmlawyers.ca/microsoft](http://www.cfmlawyers.ca/microsoft). A copy of the Settlement Agreement can also be mailed to you at a cost of \$25, which represents the cost of photocopying and mailing. If you would like a copy of the Settlement Agreement or have questions that are not answered on-line, please contact the appropriate Class Counsel identified below. **INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.**

**D. Interpretation**

This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between the provisions of this notice and the Settlement Agreement including the schedules to the Settlement, the terms of the Settlement Agreement and/or the court orders shall prevail.

**III. OPTIONS AVAILABLE TO CLASS MEMBERS**

As more fully outlined above, you are a Class Member if you are a resident of Canada who purchased for your own use (not for resale) a Microsoft Application or a Microsoft Operating System, or a personal computer loaded with such software or applications, from someone other than Microsoft, between December 23, 1998 and March 11, 2010 (inclusive). You will be entitled to participate in the settlement and you will be legally bound by the result of the Microsoft Proceedings.

Class Members who do not oppose the settlement need not appear at the court approval hearings or take any other action at this time to indicate their desire to participate in the settlement.

**A. Commenting on or Objecting to the Settlement**

Class Members are entitled to file written submissions and/or appear and make submissions at the court approval hearings. Class Members who wish to comment on or make an objection to the Settlement Agreement must deliver a written submission by mail or email to the appropriate Class Counsel at the addresses listed below postmarked no later than 10 days before the first approval hearing. The written submission must state the nature of any comments or objections and whether the Class Member intends to appear at the appropriate court approval hearing. Class Counsel will



forward all such submissions to the appropriate Court. All timely written submissions will be considered by the appropriate Court. If you do not file a written submission by the deadline, you may not be entitled to participate, through oral submissions or otherwise, in the court approval hearings.

**B. Financial Consequences/Distribution of Settlement Funds**

Class Members may receive compensation from the settlement, if approved. The Settlement Agreement addresses certain aspects of the claims and distribution process. However, the Courts will be asked to approve a finalized version of the claims and distribution process at the same time as the hearing seeking approval of the Settlement Agreement. The Distribution Protocol, which will provide detailed information about the distribution process, will be posted on [www.cfmlawyers.ca](http://www.cfmlawyers.ca). Class Members should retain all proofs of purchase of Microsoft Operating Systems and Microsoft Applications Software purchased between December 23, 1998 and March 11, 2010 (inclusive). If you would like to receive updates on the settlement approval process for the Microsoft Proceedings and the claims process, please email [microsoft@cfmlawyers.ca](mailto:microsoft@cfmlawyers.ca).

No individual class member will be liable for costs with respect to the settlement.

**C. Class Counsel Legal Fees**

Class Counsel will be seeking legal fees (inclusive of disbursements and applicable taxes) of an amount that does not exceed CDN \$107,395,400, this includes approximately ♦ in disbursements, ♦ in legal fees, and ♦ in taxes. The applications for court approval of Class Counsel's fee request will be heard at the same time as the applications for court approval of the Settlement Agreement

**D. Class Counsel**

The law firm of Camp Fiorante Matthews Mogerman represents Class Members in the BC Action. Class Counsel at Camp Fiorante Matthews Mogerman can be reached at:

Telephone: 604-689-7555 or 1-800-689-2322

Email: [microsoft@cfmlawyers.ca](mailto:microsoft@cfmlawyers.ca)

Website: [www.cfmlawyers.ca/microsoft](http://www.cfmlawyers.ca/microsoft)

Mail: 4th Floor, 856 Homer Street,  
Vancouver, BC V6B 2W5  
Attention: JJ. Camp, Q.C.

The law firm of Strosberg Sasso Sutts LLP represents Class Members in the Ontario Action, which includes Class Members resident in all provinces and territories except for British Columbia and Québec. Class Counsel at Strosberg Sasso Sutts LLP can be reached at:

Telephone: 1-800-229-5323 extn.8296

Email: [microsoft@strosbergco.com](mailto:microsoft@strosbergco.com)

Website: [www.strosbergco.com/class-actions/microsoft/](http://www.strosbergco.com/class-actions/microsoft/)

Mail: 1561 Ouellette Avenue

Windsor, ON N8X 1K5

Attention: Heather Rumble Peterson

The law firm of Bouchard, Pagé, Tremblay, s.e.n.c. represents the Class Members in the Québec Action. Class Counsel at Bouchard, Pagé, Tremblay, s.e.n.c. can be reached at:

Telephone: 1-855-768-6667

Email: [recourscollectifs@bptavocats.com](mailto:recourscollectifs@bptavocats.com)

Mail: 825, boulevard Lebourgneuf, bureau 510,

Québec, Qc, G2J 0B9

Attention: Brian A. Garneau

#### **IV. ADDITIONAL INFORMATION**

This notice is given to you on the basis that you may be a Class Member whose rights could be affected by the Microsoft Proceedings. This notice should not be understood as an expression of any opinion of the Courts as to the merits of any claim or defences asserted in the Class Actions. Its sole purpose is to inform you of the Microsoft Proceedings so that you may decide what steps to take in relation to it.

This notice contains a summary of the Microsoft Proceedings and the Settlement Agreement. Further details regarding the Microsoft Proceedings and the Settlement Agreement can be found on Class Counsel's websites. Class Members are encouraged to visit the websites. If you have questions that are not answered on-line, please contact the appropriate Class Counsel identified above.

**INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.**

**THIS NOTICE HAS BEEN AUTHORIZED BY THE SUPREME COURT OF BRITISH COLUMBIA, THE  
SUPERIOR COURT OF JUSTICE FOR ONTARIO, AND  
THE SUPERIOR COURT OF QUÉBEC**

## Schedule "C2"

### LEGAL NOTICE

#### IF YOU BOUGHT MICROSOFT SOFTWARE OR A COMPUTER WITH MICROSOFT SOFTWARE PRE-INSTALLED BETWEEN DECEMBER 23, 1998 AND MARCH 11, 2010 (INCLUSIVE) YOU MAY HAVE LEGAL RIGHTS IN A CLASS ACTION LAWSUIT

##### ***What's This About?***

Class action proceedings have been certified or authorized by the courts of British Columbia, Ontario and Québec alleging that beginning in 1988, Microsoft engaged in anticompetitive conduct resulting in overcharges for the following Intel-compatible personal computer ("PC") operating systems and Intel-compatible PC applications software: Word, Excel, Office, Works Suite, Home Essentials, MS-DOS, and Windows ("Microsoft Software").

##### ***The Settlement***

A national settlement has been reached to resolve all of the Canadian class actions regarding Microsoft Software, subject to approval of the courts in British Columbia, Ontario, and Quebec. The Defendants will pay or fund compensation not to exceed CDN \$517,331,500 for the benefit of Class Members in exchange for a full release of all claims. The Defendants do not admit any liability or wrong doing.

##### ***Who is Included?***

You are a class member in one of the class actions if you live in Canada as of May 25, 2016 and, between December 23, 1998, and March 11, 2010 (inclusive) you purchased for your own use (not for resale) genuine Microsoft Software or a PC loaded with genuine Microsoft Software from someone other than Microsoft (the "Class Members").

##### ***Settlement and Fee Approval Hearings***

Hearings to consider approval of the settlement and of claimed counsel fees of an amount not to exceed CDN \$107,395,400 of the settlement amount (inclusive of approximately ♦ in disbursements, ♦ in legal fees, and

♦ in taxes) will be heard by the British Columbia Court in the City of Vancouver on ♦ at 10:00 a.m., the Ontario Court in the City of Toronto on ♦ at 9:00 a.m., and the Quebec Court in Quebec City on ♦ at 9:30 a.m.

Class Members will be bound by the terms of the settlement agreement if approved by the courts.

If you wish to comment on or object to the settlements or the fees being sought by class counsel, you must do so in writing by ♦

##### ***Settlement Distribution***

The Settlement Agreement addresses certain aspects of the claims and distribution process. However, the courts will be asked to approve a finalized version of the claims and distribution process at the same time as the hearing seeking approval of the Settlement Agreement. The Distribution Protocol, which will provide detailed information about the distribution process, will be posted on [www.cfmlawyers.ca](http://www.cfmlawyers.ca). Class Members should retain all proofs of purchase of Microsoft Operating Systems and Microsoft Applications or a PC loaded with genuine Microsoft Software purchased between December 23, 1998 and March 11, 2010 (inclusive).

##### ***Where Can I Get More Information?***

More information can be found at [www.cfmlawyers.ca/microsoft/](http://www.cfmlawyers.ca/microsoft/) or [www.bptavocats.com](http://www.bptavocats.com) or [www.strosbergco.com/microsoft/classactions/microsoft/](http://www.strosbergco.com/microsoft/classactions/microsoft/). You can also contact Class counsel at the contact information below.

It is strongly recommended that you review the long form of this Legal Notice which can be obtained on Class counsel's websites.

If you are resident in B.C.,  
contact:  
**Camp Fiorante Matthews  
Mogerman**  
400-856 Homer Street,  
Vancouver, BC V6B 2W5

If you are resident in Quebec,  
contact:  
**Bouchard, Pagé, Tremblay, s.e.n.c**  
510-825 boul. Lebourgneuf,  
Québec, QC, G2J 0B9  
1-855-768-6667 or (418) 622-6699

All other Canadian residents, contact:  
**Strosberg Sasso Sutts LLP**  
1561 Ouellette Avenue  
Windsor, ON, N9A 6V4  
1-800-229-5323 extn.8296  
[www.strosbergco.com/classactions/microsoft/](http://www.strosbergco.com/classactions/microsoft/)

1-800-689-2322 or (604) 689-  
7555  
www.cfmlawyers.ca/microsoft  
Attn: Linnae Roach  
microsoft@cfmlawyers.ca

www.bptavocats.com  
Attn: Brian A. Garneau  
recourscollectifs@bptavocats.com

Attn: Heather Rumble Peterson  
microsoft@strosbergco.com

This notice contains a summary of some of the terms of the settlement agreement in the class actions. If there is a conflict between the provisions of this notice and the settlement agreement, including the schedules to the settlement agreement, the settlement agreement shall prevail.

## **ANNEXE « C3 »**

### **ACTIONS COLLECTIVES CONCERNANT LES LOGICIELS MICROSOFT**

#### **AVIS AUX MEMBRES DU GROUPE**

**SI VOUS AVEZ ACHETÉ UN LOGICIEL MICROSOFT OU UN ORDINATEUR ÉQUIPÉ D'UN LOGICIEL MICROSOFT ENTRE LE 23 DÉCEMBRE 1998 ET LE 11 MARS 2010 INCLUSIVEMENT, VOS DROITS POURRAIENT ÊTRE AFFECTÉS.**

**VEUILLEZ LIRE CET AVIS ATTENTIVEMENT,  
CAR IL POURRAIT AVOIR DES CONSÉQUENCES SUR VOS DROITS.**

**À :** Toute personne résidant au Canada en date du 25 May 2016 qui a acheté, entre le 23 décembre 1998 et le 11 mars 2010 (inclusivement) une licence authentique de toute version complète ou de toute mise à jour des produits suivants :

- (i) Les logiciels Microsoft Word ou Excel ou toute version complète ou toute mise à jour d'un logiciel faisant partie des suites Microsoft Office, Works Suite ou Home Essentials, destinés à être utilisés sur un ordinateur personnel compatible avec Intel (les « Logiciels Microsoft »); ou
- (ii) Les systèmes d'exploitation Microsoft MS-DOS ou Windows pour les ordinateurs personnels compatibles avec Intel (les « Systèmes d'exploitation Microsoft »)

(collectivement, les « Membres du groupe »).

#### **I. NATURE DES ACTIONS COLLECTIVES**

Des actions collectives ont été intentées en Colombie-Britannique dans *Pro-Sys Consultants Ltd. et al. c. Microsoft Corporation et al.*, Cour suprême de la Colombie-Britannique, greffe de Vancouver, numéro de dossier L043175 (l'« **Action de la C.-B.** »), en Ontario dans *K.L. & K. (London) Limited et al. c. Microsoft Corporation et al.*, Cour supérieure de justice de l'Ontario, greffe de Windsor, numéro de dossier 05-CV-4308 (l'« **Action de l'Ontario** »), et au Québec dans *Gagné c. Microsoft Corporation*

*et al.*, Cour supérieure du Québec, district de Québec, numéro de dossier 200-06-000087-075 (l'« **Action québécoise** ») [collectivement les « **Procédures Microsoft** »].

Les Procédures Microsoft ont été certifiées ou autorisées contre les défenderesses par la Cour suprême de la Colombie-Britannique, la Cour supérieure de justice de l'Ontario et la Cour supérieure du Québec.

Dans le cadre des Procédures Microsoft, les demandeurs allèguent que Microsoft et Microsoft Canada ont illégalement créé des monopoles et utilisé ces monopoles pour charger aux Membres du groupe des prix artificiellement gonflés pour les Systèmes d'exploitation Microsoft et les Logiciels Microsoft. Les demandeurs, au nom des Membres du groupe, réclament aux défenderesses des dommages-intérêts et une restitution eu égard à la conduite alléguée. Les défenderesses n'admettent aucune responsabilité ni aucune faute.

## **II. RÈGLEMENT**

### **A. Aperçu**

Une entente de règlement a été conclue avec les défenderesses dans les Procédures Microsoft, sans aveu de responsabilité ou faute, en vertu de laquelle les Membres du groupe peuvent présenter des demandes d'indemnisation à Microsoft.

Les Membres du groupe qui ont acheté, indirectement et non dans le but de la revendre ou de la louer, une licence d'un Système d'exploitation Microsoft et/ou d'un Logiciel Microsoft dans le cadre d'un programme d'acquisition de licences en volume de Microsoft (y compris les programmes Open, Select et Contrat d'entreprise) pourront réclamer un Bon de licences en volume pouvant être échangé à l'achat de Produits Microsoft énumérés à l'Annexe A de l'entente de règlement. Les autres Membres du groupe, comme les consommateurs, pourront réclamer un paiement en espèces.

Microsoft est tenue d'effectuer ou de financer les paiements en espèces et l'échange des bons, dont le montant et celui des honoraires des avocats du groupe (décrits ci-dessous) n'excéderont pas 517 331 500 \$ CA.

Ce règlement règle les Procédures Microsoft pour tous les Membres du groupe contre les défenderesses. Si ce règlement est approuvé, une libération complète sera accordée aux défenderesses à l'égard de toutes les réclamations faites dans toutes les Procédures Microsoft. Le

règlement constitue une résolution des réclamations en litige et les défenderesses n'admettent aucune faute ni responsabilité.

**B. Approbation judiciaire**

Le règlement est conditionnel à l'approbation de la Cour suprême de la Colombie-Britannique, de la Cour supérieure de justice de l'Ontario et de la Cour supérieure du Québec. Les audiences portant sur les demandes d'approbation du règlement auront lieu à Vancouver le ♦ à ♦ pour la Cour suprême de la Colombie-Britannique, à Toronto le ♦ à ♦ pour la Cour supérieure de justice de l'Ontario et à Montréal le ♦ à ♦ pour la Cour supérieure du Québec. Lors de ces audiences, les tribunaux détermineront si le règlement est juste, raisonnable et dans l'intérêt des Membres du groupe.

**C. Questions concernant le règlement**

Cet avis contient seulement un résumé du règlement, et les Membres du groupe sont encouragés à consulter l'intégralité de l'entente de règlement, dont une copie peut être téléchargée au [www.cfmlawyers.ca/microsoft](http://www.cfmlawyers.ca/microsoft). Une copie de l'entente de règlement peut également vous être envoyée moyennant des frais de 25 \$ correspondant aux frais de photocopie et d'expédition. Si vous voulez obtenir une copie de l'entente de règlement ou si vous ne trouvez pas réponse à vos questions en ligne, veuillez communiquer avec l'avocat du groupe concerné dont les coordonnées sont indiquées ci-dessous. **AUCUNE QUESTION NE DEVRAIT ÊTRE ADRESSÉE AUX TRIBUNAUX.**

**D. Interprétation**

Le présent avis contient un résumé de certaines des modalités de l'entente de règlement. Si le contenu de cet avis diffère de celui de l'entente de règlement, incluant les annexes à cette entente de règlement, les modalités de l'entente de règlement et/ou des ordonnances judiciaires auront préséance.

**III. OPTIONS OUVERTES AUX MEMBRES DU GROUPE**

Tel qu'il est détaillé ci-dessus, vous êtes un Membre du groupe si vous êtes un résident du Canada qui a acheté, de toute personne autre que Microsoft, pour votre usage personnel (et non pour la revente), un Logiciel Microsoft ou un Système d'exploitation Microsoft, ou un ordinateur personnel avec ces logiciels préinstallés, entre le 23 décembre 1998 et le 11 mars 2010 (inclusivement). Vous



aurez le droit de participer au règlement et serez juridiquement lié par le résultat des Procédures Microsoft.

Les Membres du groupe qui ne s'opposent pas au règlement n'ont pas besoin de se présenter aux audiences d'approbation judiciaire ni de prendre quelque autre mesure que ce soit pour l'instant pour indiquer leur désir de participer au règlement.

**A. Présenter des observations sur le règlement ou s'y opposer**

Les Membres du groupe ont le droit de déposer des observations écrites et/ou de se présenter aux audiences d'approbation judiciaire pour y faire des observations. Les Membres du groupe qui souhaitent présenter des observations sur l'entente de règlement ou s'y opposer doivent transmettre une présentation écrite par courrier ou courrier électronique à l'avocat du groupe concerné, à l'adresse indiquée ci-dessous, portant un cachet de la poste du 10 jours avant la première audience d'approbation au plus tard. Toute présentation écrite doit indiquer la nature des observations ou des motifs d'opposition et si le Membre du groupe entend être présent à l'audience d'approbation judiciaire pertinente. L'avocat du groupe transmettra toutes ces présentations au tribunal concerné. Toutes les présentations écrites faites en temps opportun seront étudiées par le tribunal concerné. Si vous ne déposez pas de présentation écrite d'ici la date d'échéance, vous n'aurez pas le droit de participer aux audiences d'approbation judiciaire, que ce soit par observations verbales ou autrement.

**B. Conséquences financières et distribution des fonds du règlement**

Les Membres du groupe pourraient obtenir réparation en vertu du règlement, si celui-ci est approuvé. L'entente de règlement aborde certains points du processus de réclamation et de distribution. Toutefois, une version finalisée du processus de réclamation et de distribution sera soumise aux tribunaux pour approbation lors de l'audience d'approbation de l'entente de règlement. Le protocole de distribution, qui fournira des renseignements détaillés au sujet du processus de distribution, sera publié au [www.cfmlawyers.ca](http://www.cfmlawyers.ca). Les Membres du groupe doivent conserver toutes les preuves d'achat des Systèmes d'exploitation Microsoft et des Logiciels Microsoft achetés entre le 23 décembre 1998 et le 11 mars 2010 (inclusivement). Si vous souhaitez recevoir des mises à jour concernant le processus d'approbation du règlement dans les Procédures Microsoft et le processus de réclamation, veuillez envoyer un courriel à [microsoft@cfmlawyers.ca](mailto:microsoft@cfmlawyers.ca).

Aucun membre du groupe ne sera responsable des coûts liés au règlement.

**C. Honoraires des avocats du groupe**

Les avocats du groupe demanderont des honoraires (comprenant les débours et les taxes applicables) d'un montant maximum de 107 395 400 \$ CA, qui comprennent environ ♦ de débours, ♦ d'honoraires et ♦ de taxes. Les demandes d'approbation judiciaire portant sur les honoraires des avocats du groupe seront étudiées en même temps que les demandes d'approbation judiciaire portant sur l'entente de règlement.

**D. Les avocats du groupe**

Le cabinet Camp Fiorante Matthews Mogerman représente les Membres du groupe de l'Action de la C.-B. Les avocats du groupe exerçant dans ce cabinet peuvent être joints au :

Téléphone : 604 689-7555 ou 1 800 689-2322

Courriel : [microsoft@cfmlawyers.ca](mailto:microsoft@cfmlawyers.ca)

Site web : [www.cfmlawyers.ca/microsoft](http://www.cfmlawyers.ca/microsoft)

Courrier : 4<sup>e</sup> étage, 856 Homer Street

Vancouver (Colombie-Britannique) V6B 2W5

À l'attention de JJ. Camp, Q.C.

Le cabinet Strosberg Sasso Sutts LLP représente les Membres du groupe de l'Action de l'Ontario, ce qui inclut les Membres du groupe résidant dans tout territoire et toute province à l'exclusion de la Colombie-Britannique et du Québec. Les avocats du groupe exerçant dans ce cabinet peuvent être joints au :

Téléphone : 1 800 229-5323, poste 8296

Courriel : [microsoft@strosbergco.com](mailto:microsoft@strosbergco.com)

Site web: [www.strosbergco.com/class-actions/microsoft/](http://www.strosbergco.com/class-actions/microsoft/)

Courrier : 1561 Ouellette Avenue

Windsor (Ontario) N8X 1K5

À l'attention de Heather Rumble Peterson

Le cabinet Bouchard Pagé Tremblay, s.e.n.c. représente les Membres du groupe de l'Action du Québec. Les avocats du groupe exerçant dans ce cabinet peuvent être joints au :

Téléphone : 1 855 768-6667

Courriel : [recourscollectifs@bptavocats.com](mailto:recourscollectifs@bptavocats.com)

Courrier : 825, boulevard Lebourgneuf, bureau 510

Québec (Québec) G2J 0B9

À l'attention de Brian A. Garneau

#### **IV. INFORMATIONS ADDITIONNELLES**

Cet avis vous est transmis puisque vous êtes possiblement un Membre du groupe dont les droits peuvent être affectés par les Procédures Microsoft. Cet avis ne doit pas être interprété comme une opinion des tribunaux quant au bienfondé des réclamations ou des défenses dans le cadre des Actions collectives. Le seul but de cet avis est de vous informer des Procédures Microsoft afin que vous puissiez décider des prochaines étapes en lien avec ces Actions.

Cet avis n'est qu'un résumé des Procédures Microsoft et de l'entente de règlement. Pour plus de détails concernant les Procédures Microsoft et l'entente de règlement, veuillez consulter les sites Internet des avocats du groupe. Les Membres du groupe sont fortement invités à consulter ces sites Internet. Si vous ne trouvez pas réponse à vos questions en ligne, veuillez communiquer avec les avocats du groupe concernés, aux coordonnées indiquées précédemment.

**AUCUNE QUESTION NE DEVRAIT ÊTRE ADRESSÉE AUX TRIBUNAUX.**

**CET AVIS A ÉTÉ AUTORISÉ PAR LA COUR SUPRÊME DE LA COLOMBIE-BRITANNIQUE, LA COUR SUPÉRIEURE DE JUSTICE DE L'ONTARIO ET LA COUR SUPÉRIEURE DU QUÉBEC.**

## Annexe « C4 »

### AVIS JURIDIQUE

#### **SI VOUS AVEZ ACHETÉ UN LOGICIEL MICROSOFT OU UN ORDINATEUR ÉQUIPÉ D'UN LOGICIEL MICROSOFT PRÉINSTALLÉ ENTRE LE 23 DÉCEMBRE 1998 ET LE 11 MARS 2010 INCLUSIVEMENT VOUS POURRIEZ AVOIR DES DROITS DANS LE CADRE D'UNE ACTION COLLECTIVE**

##### ***De quoi s'agit-il?***

Les tribunaux de la Colombie-Britannique, de l'Ontario et du Québec ont certifié ou autorisé des actions collectives qui allèguent qu'à partir de 1988, Microsoft a eu un comportement anticoncurrentiel ayant fait augmenter le prix des systèmes d'exploitation d'ordinateurs personnels compatibles avec Intel (« PC ») suivants et les logiciels suivants compatibles avec les PC : Word, Excel, Office, Works Suite, Home Essentials, MS-DOS et Windows (les « Logiciels Microsoft »).

##### ***Le règlement***

Un règlement national a été conclu en règlement de toutes les actions collectives canadiennes concernant les Logiciels Microsoft, sous réserve de l'approbation des tribunaux de la Colombie-Britannique, de l'Ontario et du Québec. Les défenderesses paieront ou financeront des indemnités à concurrence de 517 331 500 \$ CA au bénéfice des Membres du groupe en contrepartie d'une libération totale à l'égard de toutes les réclamations. Les défenderesses n'admettent aucune responsabilité ni aucune faute.

##### ***Qui est inclus?***

Vous êtes membre du groupe de l'une des actions collectives si vous habitez au Canada en date du 15 May, 2016 et que vous avez acheté pour votre utilisation personnelle (et non à des fins de revente) une copie authentique d'un Logiciel Microsoft ou un PC sur lequel était déjà installée une copie authentique d'un Logiciel Microsoft d'une personne autre que Microsoft entre le 23 décembre 1998 et le 11 mars 2010 (inclusivement) (un « Membre du groupe »).

##### ***Audiences d'approbation du règlement et des honoraires***

Les audiences lors desquelles seront étudiées la demande d'approbation du règlement et la demande d'approbation des honoraires d'avocats réclamés, compris dans le montant du règlement et d'un maximum de 107 395 400 \$ CA (comprenant environ ♦

de débours, ♦ d'honoraires et ♦ de taxes) auront lieu à Vancouver le ♦ à 10 h pour la Cour suprême de la Colombie-Britannique, à Toronto le ♦ à 9 h pour la Cour supérieure de justice de l'Ontario et à Québec le ♦ à 9 h 30 pour la Cour supérieure du Québec

Les Membres du groupe seront liés par les modalités de l'entente de règlement si celle-ci est approuvée par les tribunaux.

Si vous souhaitez présenter des observations sur le règlement ou les honoraires demandés par les avocats du groupe ou vous y opposer, vous devez le faire par écrit d'ici le ♦.

##### ***Distribution en vertu du règlement***

L'entente de règlement aborde certains points du processus de réclamation et de distribution. Toutefois, une version finalisée du processus de réclamation et de distribution sera soumise à l'approbation des tribunaux lors de l'audience d'approbation de l'entente de règlement. Le protocole de distribution, qui fournira des renseignements détaillés sur le processus de distribution, sera publié au [www.cfmlawyers.ca](http://www.cfmlawyers.ca). Les Membres du groupe doivent conserver toutes les preuves d'achat des Systèmes d'exploitation Microsoft et des Logiciels Microsoft achetés ou un ordinateur PC sur lequel est installé un logiciel original de Microsoft entre le 23 décembre 1998 et le 11 mars 2010 (inclusivement).

##### ***Où obtenir plus d'informations?***

Veuillez consulter le [www.cfmlawyers.ca/microsoft](http://www.cfmlawyers.ca/microsoft) ou le [www.bptavocats.com](http://www.bptavocats.com) ou le [www.strosbergco.com/classactions/microsoft](http://www.strosbergco.com/classactions/microsoft) pour obtenir plus d'informations. Vous pouvez également communiquer avec les avocats du groupe aux coordonnées ci-dessous.

Il est fortement recommandé que vous consultiez la version longue de cet avis juridique, qui peut être obtenue sur les sites Internet des avocats.

## **Annexe « C4 »**

Si vous résidez en Colombie-Britannique, communiquez avec :

**Camp Fiorante Matthews**

**Mogerman**

400–856 Homer Street

Vancouver (C.-B.) V6B 2W5

1 800 689-2322 ou 604 689-7555

[www.cfmlawyers.ca/microsoft](http://www.cfmlawyers.ca/microsoft)

À l'attention de Linnae Roach

[microsoft@cfmlawyers.ca](mailto:microsoft@cfmlawyers.ca)

Si vous résidez au Québec, communiquez avec :

**Bouchard Pagé Tremblay, s.e.n.c.**

510-825 boul. Lebourgneuf

Québec (Québec) G2J 0B9

1 855 768-6667 ou 418 622-6699

[www.bptavocats.com](http://www.bptavocats.com)

À l'attention de Brian A. Garneau

[recourscollectifs@bptavocats.com](mailto:recourscollectifs@bptavocats.com)

Si vous résidez ailleurs, communiquez avec :

**Strosberg Sasso Sutts LLP**

1561 Ouellette Avenue

Windsor (Ontario) N8X 1K5

1 800 229-5323 poste 8296

[www.strosbergco.com/classactions/microsoft](http://www.strosbergco.com/classactions/microsoft)

À l'attention de Heather Rumble Peterson

[microsoft@strosbergco.com](mailto:microsoft@strosbergco.com)

Cet avis contient un résumé de certaines des modalités de l'entente de règlement dans les actions collectives. Si les dispositions de cet avis diffèrent de celles de l'entente de règlement, y compris des annexes à celle-ci, les modalités de l'entente de règlement auront préséance.

## **SCHEDULE D**

### **PLAN OF DISSEMINATION OF NOTICE OF SETTLEMENT APPROVAL HEARING**

1. A Canada-wide press release will be issued that includes a social media dissemination feature using Twitter.
2. The Notices shall be distributed in the following manner:

Published once in the appropriate language in each of the following, subject to available dates and reasonable costs:

- (a) The Globe and Mail (National Edition) (English) (1/6<sup>th</sup> of a page);
- (b) The Vancouver Sun (English) (1/6<sup>th</sup> of a page);
- (c) Le Soleil (French) (1/3<sup>rd</sup> of a page);
- (d) La Presse (French) (1/3<sup>rd</sup> of a page); and
- (e) The Montreal Gazette (English) (1/3<sup>rd</sup> of a page).

Published once in English and French in the electronic industry magazine "IT World", subject to available dates and costs.

Sent to relevant consumer and industry organizations with a request for voluntary notification to their members including the following:

- (a) Consumer Association of Canada;
- (b) Retail Council of Canada; and
- (c) Electro-Federation Canada.

Posted on Microsoft Canada's website and on Class Counsels' respective websites.

Sent by email or first class mail to the provincial procurement agencies and to the largest 100 Canadian municipalities.

Sent by email or first class mail by Class Counsel to any person who requests it.

## **SCHEDULE E**

### **PRINCIPLES GOVERNING THE SCHOOL VOUCHER DISTRIBUTION**

1. In accordance with Sections 9.1, 9.2 and 9.3 of the Settlement Agreement, Class Counsel and Defence Counsel shall put in place procedures for allowing School Claimants in Canada to claim Stage 1 School Vouchers and Stage 2 School Vouchers for Approved Microsoft Products (the “*School Voucher Distribution*”).
2. The School Voucher Distribution will be aimed at improving facility with computing devices and software and improving overall educational outcomes for students and teachers.
3. Fifty percent (50%) of the Stage School 1 Vouchers and Stage 2 School Vouchers distributed shall be in the form of software vouchers (“*Software Vouchers*”) and the remaining fifty percent (50%) of vouchers shall be in the form of hardware vouchers (“*Hardware Vouchers*”).
4. The Hardware Vouchers will be made available to K-12 School Claimants and may be redeemed for any hardware listed under the Approved Microsoft Products in Schedule B. K-12 schools which are underserved and/or would benefit from increased student access to computer learning will be prioritized in receiving access to Hardware Vouchers.
5. The Software Vouchers will be made available to both K-12 School Claimants and post-secondary School Claimants and may be redeemed for any software listed under the Approved Microsoft Products in Schedule B. K-12 schools and post-secondary schools which would benefit from increased access to software will be prioritized in receiving access to Software Vouchers.
6. The Hardware Vouchers may also be redeemed for professional development services used in connection with the Hardware Vouchers.
7. An oversight committee will be agreed to by the Parties or approved by the Courts (the “*School Voucher Distribution Oversight Committee*”). The Oversight Committee shall:

- (a) finalize and oversee the claims process for the School Claimants;
  - (b) coordinate with the Claims Administrator to finalize the means of distribution of the Stage School 1 Vouchers and Stage 2 School Vouchers; and
  - (c) provide monitoring and reporting of the impact of the School Voucher Program.
8. The School Voucher Distribution Oversight Committee shall meet annually to discuss the implementation and operation of the School Voucher Distribution Program, including the redemption of the Hardware Vouchers and Software Vouchers by the School Claimants.
  9. The School Voucher Distribution Oversight Committee shall provide a final report on the impact of the School Voucher Distribution Program.
  10. The School Voucher Distribution Oversight Committee may be terminated by agreement of the Parties or approval of the Court.
  11. Microsoft shall pay all reasonable costs affiliated with the Oversight Committee.