

SCHEDULE "A"

Ogilvy Notice Plan

1. Ogilvy Montreal Inc. ("Ogilvy"), in consultation with Class Counsel, will design and implement an advertising campaign directed at Canadian consumers who are likely to be settlement class members. Ogilvy and Class Counsel will provide reasonable notice of the advertising campaign (including the advertising themes and messaging) as it is developed. The Defendants will be entitled to suggest reasonable changes to the television notice, newspaper and magazine notice, internet notice, and radio notice, and will be permitted to apply to the BC Court in the event of disagreement, or other court if appropriate.
2. A budget of CDN \$4,403,470, excluding taxes, will be allocated to the Ogilvy Notice Plan. Of this amount, CDN \$150,000 will initially be allocated towards the production of the advertising content, CDN \$4,098,470 will be allocated for the purchase of advertising space, and CDN \$28,700 towards community management (described below). The remaining budget of CDN \$126,300 will be initially allocated towards agency fees, which includes fees for strategy development, account management, coordination of the advertising campaign and the creation of creative material. The budget for advertising space will initially be allocated as described in this plan, however, the allocation of funds between types of media will be adjusted as needed by Ogilvy in consultation with Class Counsel to maximize the reach and effectiveness of the notice plan.
3. Notice to class members will be disseminated through the following forms of media:
 - (a) broadcast television;
 - (b) newspapers;
 - (c) internet display advertisements; and
 - (d) radio.

Television Notice

4. A thirty second advertisement (the "Television Notice") will be developed for each of the French and English-speaking markets. Variations of the Television Notice, such as ones shorter in length or with an adjusted message, may be developed as appropriate.
5. The Television Notice will run on both conventional (such as CBC/SRC, CTV, Global, City TV, TVA and Télé-Québec) and specialized channels (such as CBC News, TV News, Discovery, History, Space, Canal D, LCN, RDI and Z Télé). Stations and placements will be selected based on the potential to reach class members and availability of appropriate advertising space. The Television Notice will run for the first five weeks of the campaign, with an anticipated exposure of ten views per average Canadian.

6. The Television Notice will primarily be placed in advertising slots around news, technology and high-viewership programming.
7. The Television Notice will also run in advance of relevant television programming that might be viewed by class members on online broadcast television catch-up websites, such as:
 - (a) CTV
 - (b) CBC Gem
 - (c) GlobalTV.COM
 - (d) Bell
 - (e) Tou.tv
 - (f) Telequebec. tv
 - (g) noovo.ca
 - (h) illico
8. Initially, CDN \$2,228,000 will be allocated to the purchase of advertising space for the Television Notice.

Newspaper and Magazine Notice

9. Advertisements (the “Newspaper Notice”) will be placed twice (once during a workweek edition and once in a weekend edition) in the following newspapers:
 - (a) Vancouver Sun;
 - (b) Montreal Gazette;
 - (c) La Presse+; and
 - (d) Le Soleil
10. The Newspaper Notice will also be placed in the Globe and Mail (National Edition).
11. The electronic industry magazine “IT World”, and its French equivalent “Direction Informatique”, are no longer available in print and are only available online. In lieu of publishing the Newspaper Notice in print, static banner advertising will be used on the online websites.

12. Initially, CDN \$68,390 will be allocated to the purchase of advertising space for the Newspaper Notice.

Internet Notice

13. Static banner Facebook advertisements (the “Facebook Notice”) will be disseminated through Facebook. The Facebook Notice can be shared by Facebook users, but there shall be no ability for Facebook users to comment on, “like”, or “dislike” the Facebook Notice. Any variation from this must be approved by the Defendants. At least two variations of the Facebook Notice will be developed and displayed; one for the public announcement period (the first five weeks of the campaign) and one for the claims accelerator period (the following eight weeks of the campaign). When clicked on, the Facebook Notice will lead to the claims administrator’s website.
14. The Facebook Notice will be targeted to appear on the newsfeed of Canadian Facebook users between the ages of 28 and 64 for at least 12 weeks. Initially, CDN \$125,000 will be allocated to the purchase of advertising space for the Facebook Notice.
15. One or more Ogilvy employees will be assigned as social media manager(s) to manage and distribute the Facebook Notice. The social media managers will respond to inquiries from Facebook users by answering any questions posed by Facebook users who interact with the Facebook Notice about the claims process. Initially, CDN \$28,700 will be allocated towards the management and distribution of the Facebook Notice.
16. Web banner advertisements (the “Web Notice”) will be placed on news-related websites, such as the following:
 - (a) CBC/SRC
 - (b) TWN/MeteoMedia
 - (c) CTV News
 - (d) La Presse.ca
 - (e) PostMedia
 - (f) Bell
 - (g) Yahoo
 - (h) Rogers
 - (i) Atedra
 - (j) Aol

17. At least one English and French version of the Web Notice will be created in the most common advertising formats available (728x90, 300x250, 300x600, 320x50 and 300x50). Placements will be concentrated during the first week of the campaign. Initially, CDN \$223,000 will be allocated to the purchase of advertising space for the Web Notice.
18. One French version of the Web Notice and one English version of the Web Notice will be created to take over homepages of high traffic Canadian websites at the launch of the campaign. Initially, CDN \$150,000 will be allocated to the purchase of advertising space for the homepage takeover.
19. Google Display and programmatic marketing (Kijiji, Ebay, Yahoo, District M, Trade Desk, Acuity Ads) will be used to target the Web Notice to potential class members. These placements will be geo-targeted to Canada to ensure that the Web Notice targets Canadians. Initially, CDN \$345,000 will be allocated to the purchase of these services.
20. Search engine marketing (SEM) campaign will be implemented and will run for a minimum of 13 weeks. A list of keywords will be determined by Ogilvy in consultation with Class Counsel, whereby when searched, the claims administrator's website will be listed on the first page of search results. When clicked on, the advertisement will lead a searcher to the claims administrator's website. Initially, CDN \$104,000 will be allocated to the purchase of this service.

Radio Notice

21. 15 second radio advertisements in both French and English will be developed (the "Radio Notice") and will be placed beginning in week 5 of the campaign, which coincides with the beginning of the claim accelerator period of the campaign. The Radio Notice will run until at least week 13 of the campaign.
22. The Radio Notice will be placed on top national English and French FM stations, primarily during the breakfast and drive-time slots. Initially, a budget of CDN \$805,000 will be allocated towards the purchase of advertising space for the Radio Notice. The Radio Notice will play in both urban and rural markets. Stations and radio placements will be selected with the goal that the average Canadian will hear the Radio Notice at least six times.

Form of Notice

23. The content of the Television Notice, Newspaper Notice, Facebook Notice and Web Notice (collectively, the "Notices") will be limited to providing class members the categories of information set out in **Schedule "A"** to this notice plan.
24. Ogilvy and Class Counsel will provide reasonable notice of the advertising themes, story boards for the Television and Radio Notice to the Defendants as they are developed.

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.

Schedule "A" to Ogilvy Notice Plan

1. The Notices will provide some or all of the following information to class members:
 - a. The claims period;
 - b. The website address where class members can make claims;
 - c. The class period;
 - d. The circumstances in which proof of purchase is or is not required;
 - e. Eligible products for which claims may be filed;
 - f. Contact information for the claims administrator and/or class counsel;
 - g. The names of the defendants;
 - h. The settlement amount; and
 - i. Details of the claims process.

SCHEDULE "B"

Direct Notice Plan

1. The Notice of Settlement Approval and Claims Procedures, the English version of which is attached as Schedule "A", shall be distributed in English and/or French, as is appropriate, as follows:
 - (a) Sent by the Claims Administrator by both first class mail and/or email, to the extent this contact information is available, to:
 - (i) Volume Licensees, using the contact information provided to Class Counsel from Microsoft's End User Data;
 - (ii) potential class members who have contacted Class Counsel about the Microsoft settlement or action, using the database of contact information kept by Class Counsel for this purpose; and
 - (iii) any person that requests it.
 - (b) Sent by first class mail or email, as appropriate to:
 - (i) provincial procurement agencies; and
 - (ii) the one hundred largest municipalities in Canada.
 - (c) Posted on Class Counsel's, Microsoft's and the Claims Administrator's websites; and
 - (d) Sent to the following consumer and industry organizations with a request for voluntary notification to their members:
 - (i) Consumer Association of Canada;
 - (ii) Canadian Federation of Independent Businesses (CFIB);
 - (iii) Retail Merchants Association of Canada (Ontario) Inc.;
 - (iv) Canadian Restaurant and Foodservices Association;
 - (v) Canadian Convenience Stores Association;
 - (vi) Canadian Federation of Independent Grocers (CFG);
 - (vii) Food and Consumer Products of Canada;
 - (viii) Canadian Association of Chain Drug Stores;

- (ix) Tourism Industry Association of Canada;
- (x) Canadian Independent Petroleum Marketers Association;
- (xi) Canadian Jewellers Association
- (xii) Small Business Matters;
- (xiii) Canadian Wireless Telecommunications Association (CWTA);
- (xiv) Canadian Association of Home and Property Inspectors;
- (xv) Canadian Parking Association;
- (xvi) Association of Universities and Colleges of Canada;
- (xvii) Automotive Retailers Association;
- (xviii) Canadian Deals and Coupons Association;
- (xix) Canadian Cosmetic, Toiletry and Fragrance Association;
- (xx) Canadian Franchise Association;
- (xxi) Business Council of Canada;
- (xxii) Canadian Chamber of Commerce;
- (xxiii) Retail Council of Canada; and
- (xxiv) Electro-Federation Canada.

2. Where the Notice of Settlement Approval and Claims Procedures is sent via email, the notice will contain a link that, when clicked on, will take the reader to the Claims Administrator's website for this settlement.
3. A call center shall be provided by the Claims Administrator to locate and directly contact a subset of Volume Licensees referred to in paragraph 1(a)(i) about the Settlement Approval and Claims Procedures by telephone (the "**Outgoing Call Centre**"). In addition, staff employed by the Claims Administrator may follow-up via telephone in order to locate those Volume Licensees referred to in paragraph 1(a)(i) that may have moved, changed their phone number, merged or otherwise could not be reached via telephone initially. The call center shall not operate, however, as a general telephone campaign to locate businesses that are likely volume licensees. Volume Licensees contacted through the Outgoing Call Centre who subsequently contact the Claims Administrator through the Claims Administrator's toll-free telephone line will be directed to the Outgoing Call Centre for follow-up assistance with the claims process. Class Counsel is solely

responsible for instructing the Claims Administrator with respect to the Call Centre. The budget for the Outgoing Call Centre shall not exceed CDN \$625,000.

Schedule "A" to Direct Notice Plan

CANADIAN MICROSOFT SOFTWARE CLASS ACTIONS NOTICE OF SETTLEMENT APPROVAL & CLAIMS PROCESS

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS

APPLICATION DEADLINE: ◆

Class Members who wish to apply for compensation should submit their application by this date.

Note that a second application deadline will apply to School Voucher claims.

A. WHO IS AFFECTED BY THIS NOTICE?

This notice applies to you if you are a person in Canada who, between December 23, 1998 and March 11, 2010, purchased a license for:

- (a) Microsoft's Word, Excel, Office, Works Suite, or Home Essentials applications software (including any full upgrade versions); or
- (a) Microsoft's MS-DOS or Windows operating systems software.

You must have made this purchase for personal or business use in Canada on an Intel-compatible personal computer, and not for resale. Purchases must be of a genuine license for any full or upgrade version of the Microsoft products listed above.

If you purchased a Microsoft product to use on your computer that means that you purchased a license for the product.

B. WHAT WAS THE CLASS ACTION ABOUT?

The class action lawsuits were commenced in British Columbia, Ontario and Quebec, but include Canadian residents in all provinces and territories. The class actions alleged that Microsoft and Microsoft Canada were involved in a conspiracy to illegally increase prices for certain Microsoft products.

C. COURT APPROVED SETTLEMENT

A settlement was reached with the defendants, and was approved by the BC, Ontario and Quebec Courts. The settling defendants do not admit, and expressly deny, any wrongdoing or liability.

The settlement amount is dependent on a number of factors, including how many members of the class action make claims for compensation. After deductions for court approved legal fees and other expenses, the settlement amount that will be available as compensation to members

of this Class Action will range from approximately \$204,968,050 million to \$463,604,600 million (the “Net Settlement Amount”).

D. DISTRIBUTION OF SETTLEMENT FUNDS

The Net Settlement amount is available for compensation to class members.

The Ontario, British Columbia and Quebec Courts approved a protocol for distributing the Net Settlement Amount. A copy of the Distribution Protocol is available at [◆](#).

There are two categories of compensation available at the first stage of the claims process:

- **Volume Licensee Vouchers:** If you purchased a license for one of the Microsoft products listed above through a Microsoft volume licensing program (including Open, Select and Enterprise Agreements) for use in Canada, you may be eligible to make a claim for a voucher that is redeemable for certain Microsoft products.
- **Consumer Cash Payments:** If you purchased a license for one of the Microsoft products listed above for use in Canada you may be eligible for a cash payment. Purchases made through a volume licensing program are not eligible for Cash Payments.

There will be a second stage of claims during which public and private K-12 schools in Canada that are Class Members may make a claim for a **School Voucher**.

Class Members can bring claims in one or all of these three categories.

E. HOW MUCH ARE CONSUMER CASH PAYMENT AND VOLUME LICENSEE VOUCHER CLAIMS WORTH?

The value of Consumer Cash Payment and Volume Licensee Voucher claims will be calculated based on the kind of Microsoft product or products that are included in the claim. Payments per Microsoft product license range from \$6.50 to \$13.00 for both Consumer Cash Payments and Volume Licensee Vouchers.

You can make a separate claim for every desktop or laptop computer that used an eligible Microsoft product.

For Consumer Cash Payment claims, this means that if you paid for one Microsoft program that you legally used on two computers, this will count as two claims.

For Volume Licensees, this means that if your license agreement authorizes installation of the Microsoft software on up to 100 computers, the Volume Licensee is entitled to 100 vouchers, regardless of whether the software was or is actually installed on 100 computers.

For all Consumer Cash Payment claims and most Volume Licensee Voucher claims, purchases of upgrades to product that were already owned will count as new licenses, and will be eligible for an additional payment. However, this is not the case for Enterprise Agreement licenses and Select and Open licenses, which are treated differently under the Distribution Protocol:

- Enterprise agreement licenses are 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.

F. APPLYING TO RECEIVE A PAYMENT

Class Members who wish to apply for compensation for Consumer Cash Payments or Volume Licensee Vouchers must apply no later than ◆ (the “Claims Deadline”). Claims that are not made by the Claims Deadline may not be eligible for compensation.

Class Members may make claims for the Consumer Cash Payments or Volume Licensee Vouchers by submitting a completed Claim Form online (available at ◆), together with a satisfactory proof of qualification, to the Claims Administrator prior to the Claims Deadline.

If you do not have internet access, but wish to apply for settlement benefits, please contact the claims administrator at ◆.

All class members can call XXX-XXX-XXXX to access a representative of the Claims Administrator that will provide information and support during the claims process.

More information will be provided to Class Members at a later date about how and when to make a claim for a School Voucher.

Consumer Cash Payments

If your Consumer Cash Payment claim is for less than \$250.00, you will not be required to support your claim with any documentation, but you will be asked to make a sworn declaration that the information in your claim is true.

If your Consumer Cash Payment Claim is for more than \$250.00, you will also be required to provide documentation that supports the portion of its Claim in excess of \$250.00. Examples of the kind of documentation that will be accepted are:

- (a) receipts;

- (b) the product identification (“PID”) number;
- (c) 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;
- (d) the original COA; or
- (e) other credible written evidence.

Volume Licensee Vouchers

Volume Licensees may have access to or be able to request access to a list of their purchases of Microsoft product licenses. Certain Volume Licensees can call XX-XXX-XXXX to access a special representative of the Claims Administrator that will provide information and support during the claims process.

If your Volume Licensee Voucher claim is for less than \$650.00, you will not be required to support your claim with any documentation, but you will be asked to make a sworn declaration that the information in your claim is true.

If your Volume Licensee Voucher claim is for more than \$650.00, you will also be required to provide documentation that supports the portion of its Claim in excess of \$650.00. Examples of the kind of documentation that will be accepted are:

- (a) receipts;
- (b) the Class Member’s license agreement;
- (c) license confirmations;
- (d) interim true-up orders;
- (e) Enterprise Agreement enrollment forms;
- (f) Open documentation;
- (g) VLSC (“Volume Licensing Service Centre”) documentation; printed information obtained from Microsoft’s End User Data; or other credible written evidence.

Stage Two of the Claims Period: School Voucher Distribution

After the end of the claims period for Consumer Cash Payments and Volume Licensee Vouchers, public and private K-12 schools in Canada will be eligible to claim in the School Voucher distribution.

There will be two stages of the School Voucher distribution. The Stage 1 School Vouchers and Stage 2 School Vouchers may only be used by School Claimants. School Vouchers cannot be sold or transferred, even if the School will not use all of the School Vouchers received.

Watch for another notice explaining how schools in Canada can make a claim for Stage 1 and Stage 2 School Vouchers.

G. CLAIMS ADMINISTRATOR

The courts have appointed Epiq Systems Inc. as the Claims Administrator. Epiq is an independent third-party company. As Claims Administrator, Epiq will receive and review claims from Class Members, make determinations about the value of eligible claims, and issue payments to eligible Class Members.

Questions regarding the claims process should be directed to Epiq at ♦ (number) or ♦ (email).

H. WHO ARE THE LAWYERS WORKING ON THIS CLASS ACTION AND HOW ARE THEY PAID?

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

Telephone: 604-689-7555 or 1-800-689-2322
Email: microsoft@cfmlawyers.ca
Website: www.cfmlawyers.ca/microsoft
Mail: 4th Floor, 856 Homer Street,
Vancouver, BC V6B 2W5
Attention: Joanne Hung

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
Website: www.strosbergco.com/class-actions/microsoft/
Mail: 1561 Ouellette Avenue
Windsor, ON N8X 1K5
Attention: Heather Rumble Peterson

The law firm of Bouchard + Avocats Inc. represents the Class Members in the Québec Action. Class Counsel at Bouchard + Avocats Inc. can be reached at:

Telephone: 418 622-6699

Email: recourscollectifs@bouchardavocats.com
Mail: 825, Lebourneuf Boulevard, Suite 200, Québec City,
Québec, QC, G2J 0B9
Attention: Jean-Philippe Royer

As an individual, you do not have to pay the lawyers working on these class actions any money. The lawyers will be paid from the money collected from the defendants in this class action. Any money paid to the lawyers will be or already has been approved by the Courts.

I. QUESTIONS ABOUT THE SETTLEMENTS

More information about the settlements, the distribution of the settlement funds and the claims process is available online at [◆](#), by email at [◆](#) or by calling toll-free [◆](#). To receive future notices and updates regarding any future similar class actions settlement, register online at [◆](#).

J. INTERPRETATION

This notice contains a summary of some of the terms of the settlement agreements and the Distribution Protocol. If there is a conflict between the provisions of this notice and the settlement agreement or Distribution Protocol, the terms in the settlement agreement or Distribution Protocol shall prevail.

This notice has been approved by the British Columbia, Ontario and Quebec Courts.