

Palm Treo 600 and 650 Smartphone Repair Form
(Including Instructions, Repair Form and Release)

INSTRUCTIONS

READ THESE INSTRUCTIONS CAREFULLY. IF YOU FAIL TO FOLLOW THESE INSTRUCTIONS, YOU MAY LOSE CERTAIN BENEFITS TO WHICH YOU MIGHT OTHERWISE BE ENTITLED.

1. Summary of Key Provisions

Pursuant to the settlement agreement reached in *In re: Palm Treo 600 and 650 Litigation*, Master Case No. 05-03774 RMW, the original purchaser of a Treo 600 or Treo 650 has a right of repair for hardware defects, which must be exercised within the time frames set forth in Part 3 below. To obtain a repair for your Treo 600 or Treo 650 you must fill out and return the attached Repair Form (“Repair Form”).

2. Who Is Eligible to Seek a Repair Using This Repair Form

If you were the original purchaser of a Treo 600 or Treo 650 smartphone, you have a right of repair for hardware defects. This right of repair excludes (a) physical damage to the surface of the product, including cracks or scratches on the LED touchscreen or outside casing; (b) damage caused by misuse, neglect, improper installation or testing, unauthorized attempts to open, repair, or modify the product, or any other cause beyond the range of the intended use; (c) damage caused by accident, fire, power changes, other hazards, or acts of God; or (d) use of the product with any non-Palm device or service if such device or service causes the problem. The right of repair does not extend to any third party products, including software, included with Palm products.

3. Right of Repair Period

If the warranty on your Treo 600 or Treo 650 device has already expired by the Effective Date (the date the settlement becomes final, and all appeals are resolved), you may still obtain a repair for a hardware defect at no cost. The right of repair is valid until 120 days from the Effective Date.

If the warranty on your device is still in effect on the Effective Date, the right of repair will extend for 120 days beyond the expiration of that warranty.

4. How To Request a Repair

To request a repair, complete and submit this Repair Form, in compliance with the instructions below. Send the original of the signed Repair Form to Palm-Palza Settlement, PO Box 1341, Grand Rapids, MN 55745-1341.

Please keep copies for your records. You must sign the attached Declaration of Original Purchase and Release, acknowledging that you were the original purchaser of the Treo 600 or Treo 650 referenced in the Repair Form and that you purchased that Treo 600 or Treo 650 for your own use and not for resale.

5. What Happens After You Submit Your Request for Repair?

If you submit a valid Repair Form, you will receive instructions for sending your Treo 600 or Treo 650 smartphone to Palm for repair. Palm will pay for any shipping costs associated with those repairs.

If you send in a Treo 600 for repair and Palm determines that the Treo 600 is not reasonably repairable, Palm will inform you of your eligibility for a \$50 rebate on the purchase of a new Palm phone from any commercial vendor in the United States and will send you instructions on how to receive such a rebate. If you are notified that your Treo 600 is not repairable and that you are eligible for a \$50 rebate on the purchase of a new Palm phone, you will be required to submit a valid Rebate Form, which will be provided to you, and proof of the new purchase within 90 days of being notified of eligibility to receive your rebate.

REPAIR FORM
(Please Print or Type)

REQUIRED INFORMATION

Please provide the following information, which will be treated as confidential. Any response from Palm, Inc. will be issued to the name and street address you provide. Please print clearly in blue or black ink.

Name (Full name required): (First) (Last) _____

Address: _____

City: _____

State: _____

Zip Code: _____

E-mail: _____

▶ Smartphone Requiring Repair (mark only one):

Treo 600

Treo 650

▶ Smartphone Serial Number:

HOW TO FIND YOUR SERIAL NUMBER:

- For the Treo 600, the serial number is located on the back of the device. It is the bottom-most number below the bar codes. It is NOT the ESN Dec, ESN Hex or IMEI code.

- For the Treo 650, the serial number is located behind the battery. On the back of your Treo 650, press the Battery Door Release button and slide the battery door downward to remove it. Take out the battery. The serial number is marked "S/N". It is the bottom-most number below the bar codes. It is NOT the ESN Dec, ESN Hex or IMEI code.

▶ Approximate Date You Purchased Your Treo 600 or Treo 650 Smartphone: _____, 200__

▶ Name and Address of Entity From Which You Purchased Your Treo 600 or Treo 650 Smartphone:

► Nature of Repair Requested:

DECLARATION OF ORIGINAL PURCHASE AND RELEASE

By signing and dating this form below, I acknowledge that I am the original purchaser of the Treo 600 or Treo 650 smartphone referenced in this Repair Form and that I purchased that Treo 600 or Treo 650 smartphone for my own use and not for resale.

By signing and dating this form below, I acknowledge that I have read the Release attached to this Repair Form, and understand that the Settlement Agreement and Release and the Final Judgment entered in this action will be binding on me, my agents and heirs, and any other person or entity with authority to act on my behalf.

I declare under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief.

Date

Signature

RELEASE

If the Court approves the proposed settlement, it will enter a Judgment that will dismiss the Action on the merits and with prejudice as to all Settlement Class Members. All Class Members who do not validly and timely request to be excluded from the proposed settlement will be forever barred from prosecuting their own lawsuits and shall be deemed, on behalf of themselves and their heirs, assigns, and successors, to have fully released and forever discharged the “Released Parties” (as defined below) from all “Released Claims” (as defined below).

“Released Parties” means Palm, Inc. and each of its predecessors, successors, parents, subsidiaries and affiliates, and each of their respective past or present directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, affiliates, parents, subsidiaries, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, related companies, and divisions, and each of their predecessors, successors, heirs, and assigns.

“Released Claims” means any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, restitution, disgorgement, costs, attorneys’ fees, losses, expenses, obligations or demands, of any kind whatsoever, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis or on behalf of the general public, whether known or unknown, suspected or unsuspected, threatened, asserted or unasserted, actual or contingent, liquidated or unliquidated, whether under federal statutory law, federal common law or federal regulation, or the statutory or common laws or regulations of any and all states or subdivisions, which are alleged or could have been alleged in the Litigation relating to any alleged product defects of the Treo 600 and Treo 650 smartphones, the performance of the Treo 600 and Treo 650 smartphones, and/or any alleged misrepresentation or failure to disclose with respect to the Treo 600 and Treo 650 smartphones, except for any claims raised in *Casaburi v. Palm, Inc.*, San Francisco Superior Court Case No. 04-435844. “Released Claims” shall not include personal injury claims.

By operation of the Final Judgment, all Settlement Class Members shall be deemed to have waived any and all provisions, rights, and benefits conferred by section 1542 of the California Civil Code or any comparable statutory or common law provision of any other jurisdiction with respect to the Released Claims. Section 1542 reads as follows:

Certain Claims Not Affected By General Release: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

Although the releases granted under the Agreement are not general releases, the Settlement Class Members nonetheless acknowledge that they are waiving the protections of section 1542 and of any comparable statutory or common law provision of any other jurisdiction.