

SERVICE GUARANTEE ADDENDUM

The terms set forth in this Service Guarantee Addendum (this “**Addendum**”) govern the limited warranty applicable to the Device Theft Investigation and Recovery Services (the “**Service Guarantee**”), if the Service Guarantee is included in the edition of the Absolute Products purchased by Customer under an Order Form or is otherwise purchased by Customer under an Order Form. Capitalized terms used but not defined in this Addendum have the meanings given to them in the Master Subscription Agreement, or if not defined therein, in the Secure Endpoint Products Addendum available at <https://www.absolute.com/company/legal/agreements/absolute/absolute-products-addendum/>, or other agreement between Customer and Absolute governing Absolute’s provision of the Absolute Products to Customer, including the Device Theft Investigation and Recovery Services Addendum (the “**Agreement**”).

1. Service Guarantee Availability. Service Guarantees are only available in respect of specific editions of the Absolute Products. THE SERVICE GUARANTEE IS VOID WHERE PROHIBITED BY LAW.

2. Service Guarantee Period. The Service Guarantee Period means the period after the Incident Report Date within which Absolute guarantees that it will either Recover a Stolen Device or successfully facilitate the activation of the Remote Wipe and Lock Functionality (of any type). The Service Guarantee Period for a Stolen Device will commence on the Incident Report Date and will end sixty (60) days after the Incident Report Date.

3. Service Guarantee Territory. Service Guarantee Territory means the following regions or countries: United States of America, Canada, Australia, the United Kingdom and any other country specifically identified by Absolute as a Service Guarantee Territory.

4. Limitations of Service Guarantees. CUSTOMER ACKNOWLEDGES AND AGREES THAT (A) ANY SERVICE GUARANTEE IS INTENDED AS A PRE-DETERMINED, PRE-AGREED ESTIMATE OF AND LIMIT ON DAMAGES PAYABLE BY ABSOLUTE IN THE CASE OF BREACH BY ABSOLUTE OF THE SPECIFIC LIMITED WARRANTIES ON THE PERFORMANCE OF CERTAIN FEATURES OR SERVICES AS DESCRIBED HEREIN, (B) ABSOLUTE HAS HEREBY ADVISED CUSTOMER THAT THE LIMITATION OF LIABILITY SET BY ANY SUCH SERVICE GUARANTEE WAS AND IS AN EXPRESS PART OF THE BARGAIN BETWEEN THE PARTIES AND WAS A CONTROLLING FACTOR IN THE SETTING OF THE FEES PAYABLE FOR THE ABSOLUTE PRODUCTS, AND (C) ANY SUCH SERVICE GUARANTEE IS NOT AN INSURANCE PRODUCT, AND ABSOLUTE IS IN NO WAY INSURING A CUSTOMER DEVICE AGAINST LOSS OR THEFT. OTHER THAN THROUGH APPLICABLE SERVICE GUARANTEES, AND AS OTHERWISE SET FORTH IN THE AGREEMENT, ABSOLUTE DOES NOT GUARANTEE, AND MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING, THE ABSOLUTE PRODUCTS OR SERVICES WITH RESPECT TO ANY CUSTOMER DEVICE. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, THE AGGREGATE LIABILITY OF ABSOLUTE FOR ANY AND ALL SERVICE GUARANTEE PAYMENTS (AS DEFINED BELOW) ARISING OUT OF OR RELATED TO THE AGREEMENT ON THE DATE ON WHICH ANY SERVICE GUARANTEE PAYMENT BECOMES PAYABLE WILL NOT EXCEED THE PRO RATA PORTION OF THE PURCHASE PRICE ATTRIBUTABLE TO THE THEN REMAINING PORTION OF THE SUBSCRIPTION TERM (NET OF RETURNS, REBATES, TAXES (SALES, USE AND VALUE ADD), COMMISSIONS AND DISTRIBUTOR OR RESELLER FEES) LESS (I) AN ADMINISTRATION FEE EQUAL TO 15% OF THE PURCHASE PRICE, AND (II) THE CUMULATIVE AMOUNT PREVIOUSLY PAID TO CUSTOMER IN RESPECT OF ALL SERVICE GUARANTEE PAYMENTS UNDER THE AGREEMENT.

5. Successful Theft Recovery, Device Freeze Operation or Data Delete Operation. If, within a Service Guarantee Period, a successful Recovery, or the successful activation of the Remote Wipe and Lock Functionality (of any type) has taken place on the Stolen Device, the applicable Service Guarantee will be deemed to have been fulfilled and Customer will not be eligible for a Service Guarantee Payment.

6. Continued Attempts. Even if the Service Guarantee Period has expired or a Service Guarantee Payment has been paid, for a maximum of one (1) year from such expiry, Absolute may (in its sole discretion) use commercially reasonable efforts to continue to monitor and attempt Recovery of, or facilitate a successful activation of the Remote Wipe and Lock Functionality (of any type) on, the Stolen Device.

7. Claims for Service Guarantees. In order to qualify to receive any Service Guarantee Payment, in addition to meeting the conditions set forth in this Addendum that relate specifically to the type of Service Guarantee in question, Customer must also fully meet the following conditions:

(a) the Stolen Device must be enrolled in Customer’s account with the Hosted Service prior to the Incident Date and must not be unenrolled during the Service Guarantee Period;

(b) the loss of the Stolen Device must not have been a Restricted Loss;

(c) Customer must be in full compliance with Customer’s obligations under the Agreement, including without limitation, Customer’s obligation to only use the Agent on, and enroll in its account, the number of Devices up to the total number of Subscriptions as set out in the Secure Endpoint Products Addendum, and to submit a fully-completed Investigation Report no later than fourteen (14) days after the Incident Date;

(d) the Stolen Device must have contacted the Hosted Services within 90 days before the Incident Date;

(e) if the Stolen Device is a Chromebook, and if a version of Chrome OS becomes available that is capable of supporting Google's Forced Re-Enrollment Feature for the edition of the Absolute Products purchased by Customer, within thirty (30) days of such version becoming available Customer must have upgraded the Stolen Device to that version and enabled Google's Forced Re-Enrollment Feature. If Customer fails to do so, the loss of the Stolen Device will be a Restricted Loss;

(f) the Stolen Device must have been stolen (as determined reasonably by Absolute) from inside of the Service Guarantee Territory;

(g) Customer must not have launched or executed a service or feature on the Stolen Device (for example, any Remote Wipe and Lock Functionality) that restricts or disables the ability of the Stolen Device to contact the Hosted Service; and

(h) the Stolen Device must not have been flagged by Absolute as Recovered at the end of the Service Guarantee Period.

8. OPoP. In addition to the conditions listed in Section 7, if Customer has a consumer edition of the Absolute Products, Customer must, no later than thirty (30) days after the applicable Service Guarantee Period has ended, duly complete and submit to Absolute via fax or email a Service Guarantee Submission form, together with (a) the original proof of purchase receipt reflecting the OPoP of the Stolen Device (which confirms the date of purchase, price, make, model and serial number); and (b) any additional information or documentation as may be reasonably requested by Absolute. For greater certainty, if Customer has a consumer edition of the Absolute Products and does not provide Absolute with an OPoP receipt in accordance with this Section 8, Customer will not be eligible to receive a Service Guarantee Payment. For the purposes of this Addendum, "**OPoP**" means Customer's actual or deemed proof of purchase price (before taxes and excluding accessories and software). The actual OPoP will be used to calculate the Service Guarantee Amount payable to Customer. However, if Customer purchased the Stolen Device through a fixed term pricing or financing plan and the actual OPoP is not set out on Customer's OPoP receipt or is less than US\$220 or CAD\$220 or AUD\$220 or GBP£176, then the OPoP will be deemed to be US\$220 or CAD\$220 or AUD\$220 or GBP£176.

9. Excluded Losses. The Service Guarantee is not an insurance product. Absolute may, in its sole discretion, review Customer's eligibility to receive Service Guarantee Payments if Absolute determines that Customer's loss of Stolen Devices, or Absolute's payment of Service Guarantee Payments, are excessive or demonstrate a pattern of gross negligence or wilful misconduct in ensuring the security of Customer Devices or otherwise render the provision of the Service Guarantee unprofitable. Upon making such determination, Absolute will notify Customer and all outstanding losses will be Restricted Losses, and any subsequent losses will be deemed to be Restricted Losses until Absolute is satisfied, in its sole discretion, that Customer has implemented policies, procedures and other measures to address such gross negligence or wilful misconduct.

10. Service Guarantee Payment. Subject to the terms of this Addendum, Absolute will pay to Customer the applicable "**Service Guarantee Payment**" to which Customer is entitled, if any, within ninety (90) days from the date Customer becomes entitled to a Service Guarantee Payment, or if Customer has a consumer edition of the Absolute Products, within ninety (90) days from receipt of the duly completed Service Guarantee Submission form, submitted in accordance with the above terms.

11. Service Guarantee Amount. Subject to the other terms of this Addendum, the amount payable by Absolute as a Service Guarantee Payment (the "**Service Guarantee Amount**") will be based on the OPoP (for Customers with a consumer edition of the Absolute Products only), the purchase currency of the Stolen Device, the type of Stolen Device, the edition of the Absolute Products purchased, and the Incident Report Date in relation to the Purchase Date, as further set forth in paragraphs (a) to (c) below. For the purposes of this Section 11, "**Purchase Date**" means the date of purchase of the Stolen Device as evidenced by Customer's OPoP receipt (for Customers with a consumer edition of the Absolute Products), or the date of enrollment of the Stolen Device in Customer's account with the Hosted Service (for Customers with a corporate edition of the Absolute Products).

(a) **Personal Computers.** For Stolen Devices that are personal computers with the Lenovo Smart Lock consumer edition of the Absolute Products, the Service Guarantee Amount will be the lesser of: (i) the OPoP multiplied by the applicable payment percentage set forth below; and (ii) the maximum payment amount set forth below. For Stolen Devices that are personal computers with any other consumer edition of the Absolute Products, the Service Guarantee Amount will be the lesser of: (i) the OPoP multiplied by the applicable payment percentage set forth below; and (ii) the maximum payment amount set forth below multiplied by the applicable payment percentage set forth below. For Stolen Devices that are personal computers with a corporate edition of the Absolute Products, the Service Guarantee Amount will be the maximum payment amount set forth below multiplied by the applicable payment percentage set forth below.

Absolute Products Edition	Maximum Payment Amount (based on the purchase currency of the Stolen Device)
Lenovo Smart Lock	USD\$2,000.00, CAD\$2,000.00, AUD\$2,000.00, or GBP£1,600.00
All other editions	USD\$1,000.00, CAD\$1,000.00, AUD\$1,000.00, or GBP£800.00

The applicable payment percentage will be as follows:

Incident Report Date (in relation to the Purchase Date)	Payment Percentage
Within the First Year	90%
During the Second Year	80%
During the Third Year	60%
During the Fourth Year	40%
During the Fifth Year	20%

(b) **Windows Surface Devices.** For Stolen Devices that are Windows Surface devices with a consumer edition of the Absolute Products, the Service Guarantee Amount will be the lesser of: (i) the OPoP multiplied by the applicable payment percentage set forth below; and (ii) the maximum payment amount set forth below multiplied by the applicable payment percentage set forth below. For Stolen Devices that are Windows Surface devices with a corporate edition of the Absolute Products, the Service Guarantee Amount will be the maximum payment amount set forth below multiplied by the applicable payment percentage set forth below.

The maximum payment amount will be as follows (based on the purchase currency of the Stolen Device): USD\$600.00, CAD\$600.00, AUD\$600.00, or £480.00.

The applicable payment percentage will be as follows:

Incident Report Date (in relation to the Purchase Date)	Payment Percentage
Within the First Year	90%
During the Second Year	60%
During the Third Year	40%
During the Fourth Year	30%
During the Fifth Year	15%

(c) **Cloudbook or Google Chromebook Devices.** For Stolen Devices that are Windows Cloudbook or Google Chromebook devices with a consumer edition of the Absolute Products, the Service Guarantee Amount will be the lesser of: (i) the OPoP multiplied by the applicable payment percentage set forth below; and (ii) the maximum payment amount set forth below multiplied by the applicable payment percentage set forth below. For Stolen Devices that are Windows Cloudbook or Google Chromebook devices with a corporate edition of the Absolute Products, the Service Guarantee Amount will be the maximum payment amount set forth below multiplied by the applicable payment percentage set forth below.

The maximum payment amount will be as follows (based on the purchase currency of the Stolen Device): USD\$250.00, CAD\$250.00, AUD\$250.00, or £200.00.

The applicable payment percentage will be as follows:

Incident Report Date (in relation to the Purchase Date)	Payment Percentage
Within the First Year	90%
During the Second Year	60%
During the Third Year	40%
During the Fourth Year	30%
During the Fifth Year	15%

12. Currency. The Service Guarantee Payment will be paid in United States Dollars if Customer's region or country of residence is the United States, in Canadian Dollars if Customer's region or country of residence is Canada, in Australian Dollars if Customer's region or country of residence is Australia, and in British Sterling Pounds if Customer's region or country of residence is in Britain. Absolute may in its sole discretion pay an equivalent amount in the currency of its choosing with respect to countries not listed in this paragraph.

13. Prepaid Service Guarantee Balance. If Absolute has paid a Service Guarantee Payment in respect of a Stolen Device that is later recovered, or has a successful activation of the Remote Wipe and Lock Functionality (of any type) on the Stolen Device, within 120 days after the Service Guarantee Period for Chromebooks or within 60 days after the Service Guarantee Period for all other Stolen Devices, Absolute may treat the amount of such Service Guarantee Payment as a prepaid Service Guarantee and deduct 100% of the amount of any prepaid Service Guarantee balance from any future Service Guarantee Payment payable by Absolute to Customer (whether or not, for greater certainty, for that particular Stolen Device). Customer may find out Customer's current prepaid Service Guarantee balance in Customer's account in the Hosted Service or customer support.

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