

Public Undertaking by Microsoft

- (1) Microsoft gives the following Undertaking to address the competition concerns raised in Case No. COMP/C-3/39.294 which are based on its interpretation of the legal and economic principles deriving from Article 82 of the EC Treaty and the judgment of the Court of First Instance of the European Communities of 17 September 2007 in Case T-201/04 Microsoft v Commission. This Undertaking is made without prejudice to Microsoft's position should the European Commission or any other party conduct proceedings or to commence any other legal action (excluding under the warranty agreements provided for in this Undertaking) against Microsoft and without any admission by Microsoft that it has engaged in allegedly abusive conduct contrary to Article 82 EC, or that Microsoft's conduct in any way infringes Community competition law.

A. GUIDING PRINCIPLES

- (2) Microsoft shall ensure that third-party software products can interoperate with Microsoft's Relevant Software Products using the same Interoperability Information on an equal footing as other Microsoft Software Products. ("**Interoperability Commitment**")
- (3) This Undertaking shall be interpreted in the light of these Guiding Principles.
- (4) Microsoft shall not circumvent or attempt to circumvent the commitments in this Undertaking, including the Guiding Principles.

B. INTEROPERABILITY COMMITMENT

I. General Provisions

- (5) The following general provisions shall govern the implementation by Microsoft of the Specific Commitments in Section B.II.
- (6) Microsoft shall:
 - A. Make Interoperability Information available to interested undertakings in the way outlined in this Section for the purposes of achieving interoperability.
 - B. Support open, public standards in Microsoft's Relevant Software Products in the way outlined in this Section.
- (7) Interoperability Information shall be made available by Microsoft under the following terms:
 - A. Access to and use of the Interoperability Information shall be subject to reasonable and non-discriminatory terms.
 - B. Access to and use of the Interoperability Information shall be allowed worldwide and, save in patent licenses, without field of use restriction. Field of use restrictions in patent licenses shall be limited to restrictions of use for the purposes of interoperability with the applicable Microsoft Software Product or Compatible

Software.

- C. Access to and use of the Interoperability Information shall be subject to no more than a nominal upfront fee and licensing terms which are compatible with Open Source Licenses. This is without prejudice to Microsoft's right to make the use of Microsoft's patented technology embodied in the Interoperability Information subject to a separate patent license. Microsoft commits to duly inform interested undertakings about the relevant patent claims and only to assert those patents against undertakings of which these undertakings have been put on notice in accordance with the conditions set out in Section C. below.
 - D. Interoperability Information shall be kept updated in a Timely Manner.
 - E. Microsoft shall provide third parties with access to its own tests and tools that Microsoft uses to test interoperability of Microsoft Software Products with the applicable Microsoft's Relevant Software Products. Microsoft will provide this access to allow third parties to verify whether their implementations of the Interoperability Information can interoperate with Microsoft's Relevant Software Products using the Interoperability Information in the same way that the applicable Microsoft Software Products use the Interoperability Information to interoperate with Microsoft's Relevant Software Products.
 - F. Microsoft shall ensure that the Interoperability Information is complete and accurate and shall provide a warranty to that effect, as set forth in the warranty agreement in Annex A. The warranties shall be made available for no more than a nominal fee and be subject to effective private enforcement. Notwithstanding the foregoing or anything herein to the contrary, the warranties made (or to be provided) with respect to Interoperability Information under Annex A and otherwise in this Undertaking shall not apply to Interoperability Information that is subject to, or for which Microsoft otherwise offers a warranty under, the WSPP Program.
- (8) Open, public standards shall be supported and implemented by Microsoft in the following manner:
- A. Microsoft shall provide support for applicable standards by either (i) implementing the required portions of the applicable standard that relates to functionality of the implementing product, or (ii) completely and accurately documenting instances where required portions of the applicable standard are not implemented or are implemented with variations. Microsoft shall make this documentation publicly available in a Timely Manner.
 - B. Microsoft shall completely and accurately and in a Timely Manner make documentation of the optional or informative portions of the standard it has chosen to implement publicly available.
 - C. Microsoft shall completely and accurately and in a Timely Manner make documentation of any extensions it has made to the standard publicly available.

Extensions include the format of the content types, relationships, elements and attributes that are not defined in the standard.

D. Microsoft shall ensure that the open, public standards identified in Section B.II are supported, implemented and documented (including updates to such documentation) as outlined above and warrant to that effect as set forth in the warranty agreement in Annex A. The warranties shall be made available for no more than a nominal fee and be subject to effective private enforcement.

(9) In order to comply with the general provisions set out in this Section Microsoft makes available the warranty and license agreements attached as Annexes A and B to this Undertaking. These agreements shall be interpreted in the light of this Undertaking. Microsoft shall make more advantageous licensing terms granted to one licensee available to other licensees at their request.

II. Specific Commitments

1. Provision of Interoperability Information

1.1 Interoperability between Microsoft's PC Productivity Applications and third-party server Software Products

(10) Microsoft shall make available to interested undertakings Interoperability Information that enables non-Microsoft server Software Products to interoperate with Microsoft's PC Productivity Applications on an equal footing with Microsoft Server Software Products. Microsoft shall provide a warranty with respect to this Interoperability Information (including any updates), as specified in the general provisions in Section B.I of this Undertaking, effective 30 October 2009.

1.2 Interoperability between the Windows Client PC Operating System and third-party server Software Products

(11) Microsoft shall make available to interested undertakings Interoperability Information that enables non-Microsoft server Software Products to interoperate with the Windows Client PC Operating System on an equal footing with Microsoft Server Software Products. Microsoft shall provide a warranty with respect to this Interoperability Information (including any updates), as specified in the general provisions in Section B.I of this Undertaking, effective 30 October 2009 for Windows Vista and Windows 7, and effective 15 March 2010 for Windows XP.

1.3 Interoperability with Windows Server Operating System and third-party server Software Products

(12) Microsoft shall make available to interested undertakings Interoperability Information that enables non-Microsoft server Software Products to interoperate with Windows Server Operating System on an equal footing with other Microsoft Server Software Products. Microsoft shall provide a warranty with respect to this Interoperability Information (including any updates), as specified in the general provisions in Section B.I of this Undertaking, effective 30 October 2009 for Windows Server 2008, and effective 15 March

2010 for Windows Server 2003.

1.4 Interoperability with SharePoint

- (13) Microsoft shall make available to interested undertakings Interoperability Information that enables non-Microsoft server Software Products to interoperate with Microsoft's SharePoint Server Software Products on an equal footing with other Microsoft Server Software Products and Microsoft Client Software Products. Microsoft shall provide a warranty with respect to this Interoperability Information (including any updates), as specified in the general provisions in Section B.I of this Undertaking, effective 30 October 2009.

1.5 Interoperability with Outlook and Exchange

- (14) Microsoft shall make available to interested undertakings Interoperability Information that enables non-Microsoft Software Products to interoperate with Outlook on an equal footing with Exchange, and with Exchange on an equal footing with Outlook. Microsoft shall provide a warranty with respect to this Interoperability Information (including any updates), as specified in the general provisions in Section B.I of this Undertaking, effective 30 October 2009.

1.6 Interoperability with Microsoft's PC Productivity Applications

- (15) This paragraph describes how Microsoft shall implement paragraphs (16) to (18) and Section 2.2. Microsoft shall make Interoperability Information available to interested undertakings relative to file formats used by Microsoft Office Word, PowerPoint and Excel that allows third-party Software Products to open, manipulate, save, exchange and share documents created by Microsoft's PC Productivity Applications without a loss of container structure information or any instructions in the file that describe the document's formatting characteristics. For these purposes, file formats are understood as containers to hold data created by users of those Microsoft's PC Productivity Applications and information describing associated properties of that data, and the Interoperability Information in the foregoing sentence does not include information about the functionality of these applications or the underlying operating systems that could be used to clone or port Microsoft products in whole or in part.

- (16) *Legacy Binary File Formats for Word, PowerPoint, and Excel.* Microsoft shall make available to interested undertakings specifications of its Binary File Formats for Word, PowerPoint and Excel that meet the requirements of paragraph (15) above. Microsoft shall provide a warranty with respect to this Interoperability Information (including any updates), as specified in the general provisions in Section B.1 of this Undertaking, effective 30 October 2009.

- (17) *Office Open XML.* The “.docx, .xlsx and .pptx” file formats used in the Office 2007 version of Microsoft's Primary PC Productivity Applications shall implement the ECMA 376 Specification. This commitment shall apply to successor versions of Microsoft's Primary PC Productivity Applications with respect to IS 29500. This means that Microsoft shall

support the relevant standard and provide a warranty as specified in the general provisions in Section B.I of this Undertaking, effective 30 October 2009.

- (18) Microsoft shall publicly document Additional Information for the ECMA 376 Specification that meets the requirements of paragraph (15) above. This commitment shall apply to successor versions of Microsoft's Primary PC Productivity Applications with respect to IS 29500. Microsoft shall provide a warranty as specified in the general provisions in Section B.I of this Undertaking, effective 30 October 2009.

1.7 Interoperability with the .NET Framework

- (19) Microsoft shall make available to interested undertakings Interoperability Information that enables non-Microsoft Software Products to interoperate on an equal footing with the .NET Framework. This paragraph shall be implemented through the specific commitments in paragraphs (20) and (21).

- (20) Microsoft shall make available to interested undertakings Interoperability Information used in communications between different instances of the .NET Framework, including Interoperability Information related to the Windows Communication Foundation. Microsoft shall provide a warranty as specified in the general provisions in Section B.I of this Undertaking, effective 30 October 2009.

Microsoft shall ensure on an ongoing basis and in a Timely Manner that the APIs in the .NET Framework that are called on by other Microsoft Software Products are documented and available for use by third party software products that run on the .NET Framework.

- (21) Microsoft shall document and license specifications of XAML. Microsoft shall provide a warranty as specified in the general provisions in Section B.I of this Undertaking, effective 30 October 2009.

2. Support for Open, Public Standards

2.1 Support for Standard Protocols in Outlook/Exchange

- (22) Microsoft commits to support and implement open, public standard protocols in Outlook and Exchange as described below.

- (23) Microsoft shall support the POP3 and the IMAP4 protocol standards (i.e. IMAP4 RFC ("Request for Comments") (3501) and POP3 RFC (1939)) in Exchange 2007 and Outlook 2007. This means that Microsoft shall support the standard and provide a warranty as specified in the general provisions in Section B.I of this Undertaking, effective 30 October 2009.

- (24) Microsoft shall also ensure that:

- A. Exchange 2007 can be configured by end users to communicate using IMAP4 or POP3 with any e-mail client software that supports those standards in light of the warranted documentation identified in paragraph (23), including Outlook 2007 and the

prior Outlook versions listed in Annex C; and that

- B. Outlook 2007 can be configured by end users to communicate using IMAP4 or POP3 with any e-mail server software product that supports those standards in light of the warranted documentation identified in paragraph (23), including Exchange 2007 and the prior Exchange versions listed in Annex C.
- (25) Microsoft shall support the iCalendar data format standards (i.e. RFCs 2445, 2446 and 2447) in Outlook 2007 and Exchange 2007. This means that Microsoft shall support the standard and provide a warranty as specified in the general provisions in Section B.I of this Undertaking, effective 30 October 2009.
- (26) As a result of this support, when a user chooses to use Outlook 2007 with an IMAP4 or POP3 server, Outlook 2007 will send and receive calendar items in the iCalendar data format by default. Similarly, when a user chooses to use Exchange 2007 as an IMAP4 or POP3 server, calendar items will be sent to users in the iCalendar data format by default.
- (27) After following the procedure set out in Annex D, Microsoft shall support, in addition to IMAP4, POP3, iCalendar and their respective successors, additional open, public standards in Outlook and Exchange, as from the respective versions 2007, as set forth in the list published by Microsoft on its website in accordance with such procedure. This means that Microsoft shall support the relevant standard and provide a warranty as specified in the general provisions in Section B.I of this Undertaking.

2.2 Support for Standards in Microsoft's PC Productivity Applications

- (28) *Support for Open Document Format ("ODF")*. Microsoft commits to support ODF in Microsoft's Primary PC Productivity Applications, as described below.
- (29) Microsoft shall implement ODF 1.1 support, and include ODF in the "save as" drop down box, for Word 2007, Excel 2007 and PowerPoint 2007 in Office Service Pack 2 ("SP2"), and shall give customers who install SP2 the ability to set ODF 1.1 as their default format. This means that Microsoft shall support the ODF standard and provide a warranty as specified in the general provisions outlined in Section B.I of this Undertaking, effective 30 October 2009.
- (30) Microsoft shall distribute SP2 worldwide to its Volume Licensing Customers in their "select media kit" as part of Microsoft's regularly scheduled quarterly distribution. Microsoft will notify IT administrators who receive SP2 that they can choose ODF as their default file format for all the administered PCs and provide instructions on how to do so. Beginning with the Office Customization Tool released with Office 14, an updated Office Customization Tool that will have a mandatory prompt to affirmatively select the default format for file saving for Microsoft's Primary PC Productivity Applications will be made available to IT administrators in EEA with this select media kit.
- (31) Microsoft shall also make SP2 available worldwide to OEMs in the same manner in which they normally obtain copies of Microsoft's PC Productivity Applications. Beginning with the release of Office 14, end users that purchase Microsoft's Primary PC Productivity

Applications in the EEA in both the OEM and retail channel will be prompted in an unbiased way to select default file format (from options that include ODF)) for those applications upon the first boot of any one of them.

- (32) Microsoft's Primary PC Productivity Applications shall support the ODF Standard in the following way. After SP2 for Office 2007 and for ten years from the effective date of this Undertaking, within 9 months of final publication by ISO of a new ODF Standard Microsoft shall support that version in the latest major version of Microsoft's Primary PC Productivity Applications. This means that Microsoft shall support the ODF standard and provide a warranty as specified in the general provisions outlined in Section B.I of this Undertaking, effective at the time of release to manufacturing of such updated support. This provision is subject to the following pre-requisites for each version of the ODF Standard: (i) the version of the standard must be developed and available for implementation under substantially similar terms as ODF 1.0, including for a substantially similar purpose and under substantially similar (no less than reasonable and non-discriminatory) licensing terms covering all intellectual property rights in the standard; (ii) the version of the standard is not substantially more difficult to implement technically than the previously supported version; and (iii) the standards development process for that version of the standard has not been manipulated or otherwise subject to misuse. Irrespective of the termination of this Undertaking Microsoft shall maintain the then existing level of ODF support over the commercial product lifetime of the then latest major version release of Microsoft's Primary PC Productivity Applications. In this respect Microsoft shall provide a warranty in line with the general provisions outlined in Section B.I effective as of the date of the termination of this Undertaking.
- (33) In addition, Microsoft shall make available new APIs that allow adding the functionality to open and save a document in any other file format, coincident with the ODF software update and subsequent releases outlined in paragraphs (29) to (32) above. These APIs will enable translators for other file formats to be "plugged in" to Microsoft's Primary PC Productivity Applications. After such a translator is installed, the new file format will also appear in the "save as" drop down box together with the other formats supported in Microsoft's Primary PC Productivity Applications. This support will be provided for any new major versions of Microsoft's Primary PC Productivity Applications released within ten years from the effective date of this Undertaking.

2.3 Support for Standards in Internet Explorer

In line with the general provisions outlined in Section B.I. Microsoft commits to support and implement open, public web standards in Internet Explorer, as described below.

Internet Explorer, as from version 8, in its default settings, shall pass the Acid 2 web page as it exists today (available at www.webstandards.org/action/acid2/ on the date of entry into effect of this Undertaking, assuming that the current version does not undergo substantial revision). In this paragraph "default settings" refers to the rendering engine Internet Explorer invokes when first used after installation, provided that during the installation none of the proposed default settings have been altered.

Internet Explorer, as from version 8, in its default settings shall pass the conformance test suite provided by W3C (available at www.w3c.org) for the HTML 4.0 specification, subject to paragraph 40.

Internet Explorer, as from version 8, in its default settings shall pass the conformance test suites provided by W3C (available at www.w3c.org) for the CSS 1.0 specification, subject to paragraph 40.

Internet Explorer, as from version 8, in its default settings shall pass the conformance test suites provided by W3C (available at www.w3c.org) for the CSS 2.1 specification, subject to paragraph 40.

Beginning on 31 March 2010, Microsoft shall offer a warranty to this effect in line with the general provisions outlined in Section B.I.

In any case where Internet Explorer does not pass a recommended conformance test provided for in the preceding paragraphs, MS shall completely and accurately document test suite failures and how Microsoft's implementation differs from the standard based on the test suite results.

In line with the general provisions outlined in Section B.I., beginning on 31 March 2010, Microsoft shall make publicly available complete and accurate documentation of any variations or extensions it has made to the HTML 4.0, CSS 1.0, and CSS 2.1 specifications and to any other final approved web standards published by W3C (as "W3C Recommendations"), ECMA (as "Standards"), or ISO (as "International Standards") as implemented by Internet Explorer. This documentation must be made available in a Timely Manner for any such web standards that are final approved by six months before the first sufficiently stable "beta" testing version of a new version of Internet Explorer. For any such web standards that are final approved later than this, Microsoft shall make such documentation available within six months.

C. PATENT ENFORCEMENT

Microsoft shall not lodge a patent infringement action against vendors or developers of competing software products or their customers claiming that the implementation of the applicable Interoperability Information covered by this Undertaking infringes Microsoft's patents unless it has (i) put the concerned undertaking on notice of the relevant patents by posting and providing access to patent coverage information with respect to the applicable Interoperability Information on or through Microsoft's public websites and listing the applicable patents in the warranty agreements subject to this Undertaking; and (ii) provided the concerned undertaking written notice of Microsoft's intent to bring such an action at least 90 days prior to doing so.

This provision does not apply if Microsoft is subject to a patent infringement action by the very same third party or a corporate entity related to it.

D. FINAL PROVISIONS

Microsoft shall set up an internal compliance programme that ensures compliance with this Undertaking.

This Undertaking is made without prejudice to Microsoft's position as stated in paragraph (1) above, and shall be interpreted in accordance with Community law.

This Undertaking shall enter into force on [Date]. This Undertaking can be terminated by Microsoft provided it gives notice one year before termination. At the earliest, this Undertaking can be terminated 10 years after its entry into force. Such termination will not affect the provision in paragraph (32) insofar as it requires Microsoft to maintain the then existing level of ODF support over the commercial product lifetime of the then latest major version release of Microsoft's Primary PC Productivity Applications.

Microsoft shall publish this Undertaking on its web site.

Compliance with the agreements provided for herein shall be subject to effective private enforcement. To this end Microsoft shall provide licensees the possibility to opt for court enforcement or enforcement through arbitration proceedings. Private enforcement is without prejudice to the enforcement powers of public authorities.

E. DEFINITIONS

For the purposes of this Undertaking:

“Additional Information for the ECMA 376 Specification or IS 29500” shall, respectively comprise complete and accurate documentation of any additional file format attributes and elements that are not already sufficiently identified in the relevant Ecma 376/ IS 29500 Specification, the format of the content types, relationships, elements and attributes used in Microsoft's Primary PC Productivity Applications that are not defined in the relevant ECMA 376/ IS 29500 Specification, and information on the optional and informative parts of the standard that Microsoft has chosen to implement.

“API” means application programming interfaces, including any associated callback interfaces used to obtain services from a Software Product.

“Binary File Formats” are the default file formats of the software products marketed, distributed and licensed by Microsoft in the Microsoft Office 2003 Suite, namely Word 2003, Excel 2003 and PowerPoint 2003.

“Commission” means the Commission of the European Communities.

“Compatible Software” means software that is capable of interoperating with the applicable Microsoft Software Products without breaking compatibility with the applicable Microsoft Software Products.

“ECMA 376 Specification” means the specification for the ECMA 376 – Office Open XML File Formats Standard adopted by Ecma International on December 7, 2006 and located at http://www.ECMA-international.org/publications/standards/ECMA_-376.htm (or otherwise made available by Ecma International).

“Exchange” means any of the software products marketed, distributed and licensed by Microsoft as Exchange Server 2003, Exchange Server 2007 including Service Packs and Updates thereto, or their successors (including Service Packs and Updates thereto).

“Interoperability Information” means, as applicable pursuant to Section II, either the complete and accurate specifications for all the Protocols implemented in a Microsoft software product that are used to exchange information with other Microsoft software products and mutually to use the information which has been exchanged, the complete and accurate specifications for the relevant Binary File Formats, or the complete and accurate information relating to Microsoft’s implementation of the Ecma 376 Specification, ODF and IS 25900.

“IS 29500” means the specification for the ISO/IEC standard known as IS 29500 as adopted on 18 November 2008, or any future version of that standard that Microsoft implements.

“Microsoft’s Relevant Software Products” means:

1. **“Windows Client PC Operating System”** any of the software products marketed, distributed and licensed by Microsoft as Windows XP, Windows Vista including Service Packs and Updates thereto, or their successors (including Service Packs and Updates thereto).
2. **“Microsoft’s PC Productivity Applications”** any of the software products marketed, distributed and licensed by Microsoft in Microsoft Office 2007, (which includes Word 2007, Excel 2007, PowerPoint 2007, Outlook 2007, Publisher 2007, Office Accounting Express 2007, Access 2007, Groove 2007, OneNote 2007, InfoPath 2007, and Office Communicator 2007, including Service Packs and Updates thereto, or their successors (including Service Packs and Updates thereto)), and Microsoft Word 2003, Microsoft Excel 2003, Microsoft PowerPoint 2003, and Microsoft Outlook 2003.
3. **“Internet Explorer”** any of the software programs marketed, distributed and licensed by Microsoft as Internet Explorer 7 and Internet Explorer 8, including Service Packs and Updates thereto, or their successors (including Service Packs and Updates thereto).
4. **“Windows Media Player”** any of the software programs marketed, distributed and licensed by Microsoft as Windows Media Player 11, including Service Packs and Updates thereto, or its successor (including Service Packs and Updates thereto).
5. **“Windows Work Group Server Operating System”** means any of the software products marketed, distributed and licensed by Microsoft as Windows 2000 Server and Windows Server 2003 Standard Edition including Service Packs and Updates thereto, or its successor (including Service Packs and Updates thereto).

“Microsoft’s Primary PC Productivity Applications” means any of the software products marketed, distributed and licensed by Microsoft as Word 2007, Excel 2007 and PowerPoint 2007, including Service Packs and Updates thereto, or their successors (including Service Packs and Updates thereto).

“Microsoft Client Software Products” means Microsoft’s client software products released in 2007 or later that are sold or otherwise distributed or provided to end users, as well as any prior versions identified in the definitions of Microsoft’s Relevant Software Products, including Service Packs and Updates thereto, or their successors (including Service Packs and Updates thereto).

“Microsoft Server Software Products” means Microsoft’s server software products released in 2007 or later that are sold or otherwise distributed or provided to end users, as well as any prior versions identified in the definition of Microsoft’s Relevant Software Products, including Service Packs and Updates thereto, or their successors (including Service Packs and Updates thereto).

“Microsoft's SharePoint Server Software Products” means the software marketed, distributed and licensed by Microsoft as (i) Microsoft Windows SharePoint Services 3.0 (“WSS”) and its successors (including Service Packs and Updates thereto) (ii) Microsoft Office SharePoint Server 2007, including Service Packs and Updates thereto, or their successors (including Service Packs and Updates thereto) and (iii) Microsoft SQL Server 2005 (including Service Packs and Updates thereto) or its successors (including Service Packs and Updates thereto) in so far as the products under (i) and (ii) rely on it as a database back-end.

“.NET Framework” means (i) the Windows component marketed, distributed and licensed by Microsoft as the .NET Framework in the following Windows Client PC operating systems: Windows XP, Windows Vista, Windows Server 2003, and Windows Server 2008, together with (ii) Service Packs or Updates thereto or their successors (including Service Packs or Updates thereto).

“ODF” or **“ODF standard”** means, unless expressly stated otherwise in this Undertaking, the Open Document Format for Office Applications (OpenDocument) v. 1.1 standard, adopted by OASIS on 1 February 2007 as well as any future ISO standard based upon and/or enhancing this standard, whichever is the newest.

“OEM” means an original equipment manufacturer of personal computers.

“Open Source License” means a software licensing agreement that allows for source code to be freely distributed, modified or copied.

“Outlook” means any of the software products marketed, distributed and licensed by Microsoft as Office Outlook 2003, Office Outlook 2007 including Service Packs and Updates thereto, or their successors (including Service Packs and Updates thereto).

“Protocol” means a set of rules of interconnection and interaction between various instances of Software Products in different computer environments.

“Software Product” means a computer software program that is sold or otherwise distributed or provided to end users.

“Timely Manner” means as soon as Microsoft has developed the first sufficiently stable “beta” testing version of Microsoft’s Relevant Software Product (including Service Packs and Updates) and has made this implementation available to third parties for testing purposes for the first time. “First sufficiently stable ‘beta’ testing versions” do not include pre-release versions of Microsoft’s Relevant

Software Products that under standard industry understanding and past Microsoft practice would not constitute a sufficiently stable version to be labeled a “beta.”

“**Volume Licensing Customers**” means organizations that have taken more than 250 licenses for the use of Microsoft’s Primary PC Productivity Applications.

“**Windows Server Operating System**” means the Windows Server 2003 and 2008 Standard, Enterprise and Datacenter editions (including Service Packs and Updates) or successor versions (including Service Packs and Updates).

“**WSPP Program**” means the Windows Work Group Server Protocol Program offered by Microsoft pursuant to the Commission of the European Communities Decision dated 24 March 2004 relating to a proceeding under Article 82 of the EC Treaty (Case COMP/C-3/37.792-Microsoft-Decision).

“**XAML**” means both the object mapping rules for the Extensible Application Markup Language developed by Microsoft, as well as the vocabulary of types, expressed using those mapping rules, that correspond to the Windows Presentation Foundation component of the .NET Framework and that can be used to create graphical user experiences taking advantage of Windows Presentation Foundation.