CASES AT.40721 & AT.40873 – MICROSOFT TEAMS AND MICROSOFT TEAMS II
OUTLINE OF MICROSOFT NON-PAPER ON POTENTIAL ARTICLE 9 COMMITMENTS

> These Proposed Commitments are submitted solely for purposes of resolving concerns identified by the European Commission. It should not be construed as an admission by Microsoft that any of its conduct subject to the Commission's investigation infringed Article 102 TFEU.

1. **Definitions.** For purposes of these voluntary commitments (the "Commitments"), the following definitions will apply:

   a. **Affiliated Undertakings** means undertakings controlled by Microsoft, whereby the notion of control shall be interpreted pursuant to Article 3 of the EU Merger Regulation (EC) No 139/2004 and in light of the Commission's Consolidated Jurisdictional Notice under Council Regulation (EC) No 139/2004 on the control of concentrations between undertakings.

   b. **Conflict of Interest** means any conflict of interest that impairs the Monitoring Trustee's objectivity and independence in discharging their duties under the Commitments.

   c. **Covered Suites** means Microsoft 365 Business Basic, Microsoft 365 Business Standard, Microsoft 365 Business Premium, Office 365 E1, Office 365 E3, Office 365 E5, Microsoft 365 E3, and Microsoft 365 E5, and any successor or substantially equivalent versions of these suites targeted at knowledge workers in business, enterprise, and public sector organizations. For avoidance of doubt, Covered Suites does not include productivity suites targeted at frontline workers in business, enterprise, and public sector organizations, that is Microsoft 365 F1, Microsoft 365 F3, Office 365 F3, or successor versions of those suites.

   d. **Decision** means a decision adopted by the Commission pursuant to Article 9 of Council Regulation (EC) 1/2003 making the Commitments binding, concluding that there are no grounds for further action against Microsoft in Cases AT.40721 – *Microsoft Teams* and AT.40873 – *Microsoft Teams II*.

   e. **EEA** means the European Economic Area and its member countries as of the Effective Date or joining during the Relevant Period.

   f. **Effective Date** means the date upon which Microsoft receives formal notification of the Decision.

   g. **Microsoft Products and Services** means Exchange Online, Entra ID (previously known as Azure Active Directory), Microsoft Planner Basic (which does not include Microsoft Project), SharePoint Online, Windows 10/11 Desktop, Microsoft 365 Apps and successors to any of these products. "**Microsoft 365 Apps**" means the software products that are marketed, distributed, and licensed by Microsoft as Word, Excel, PowerPoint, and Outlook and that are distributed as part of a Microsoft 365 or Office 365 productivity suite or their successors and which are made available

(i) for installation on Windows PCs, (ii) via the corresponding web application versions, and (iii) for installation on MacOS, to the extent that the interoperability requirements of the Commitments are permitted and feasible by the terms and conditions and enabled by APIs on MacOS.

h. **Microsoft Teams ("Teams")** means Microsoft's communication and collaboration service that is marketed, distributed, and licensed by Microsoft as Microsoft Teams for commercial use to business, enterprise, and public sector organizations, including any successors. Teams does not include those versions or solutions licensed only for personal or educational use and does not include separately offered add-on functionality such as Teams Premium or Teams Phone.

i. **Monitoring Trustee** means one or more natural or legal persons who are approved by the Commission and appointed by Microsoft, and who have the duty to carry out the functions specified in these Commitments for a Monitoring Trustee.

j. **Relevant Period** means seven (7) years from the Effective Date, except for the obligations contained in Paragraphs 8 through 15 herein and Paragraphs 1 and 16 through 23 but only to the extent those Paragraphs 1 and 16 through 23 relate to the Interoperability and data portability commitments in Paragraphs 8 through 15 (the "**Interoperability and Data Portability Commitments**"). For the Interoperability and Data Portability Commitments the Relevant Period means ten (10) years from the Effective Date.

2. **Without Teams Suites.** Microsoft will offer versions of the Covered Suites without Teams ("**Without Teams Suites**") as detailed in this Paragraph. The only difference between Without Teams Suites and corresponding Covered Suites will be the presence of Teams (with all other apps, services, features and functionalities remaining identical). For the avoidance of doubt, any apps, services, features, and functionalities that rely upon Teams, such as Teams Phone, may not work or may not work completely in Without Teams Suites.

   a. **Geographic Availability.** Microsoft commits to make the Without Teams Suites available to customers within the European Economic Area ("**EEA**"). A customer is considered an "**EEA Customer**" if the customer's billing address is in the EEA, and it purchases Covered Suites or Without Teams Suites from a Microsoft price list covering a country in the EEA. Without Teams Suites purchased by EEA Customers in the EEA will be permitted to be deployed in customer tenancies anywhere in the world and not only in Microsoft datacenters located in the EEA.

   b. **Pricing.** Microsoft will offer the Without Teams Suites to EEA Customers at a list price at a minimum delta below the then current corresponding Covered Suites as detailed in the table below (the "**Price Deltas**").

Covered Suite(s)	Price Delta Between the List Price for the Covered Suites and the Without Teams Suites[1]
Business Basic	[USD 1.07] (€1.00)
Business Standard/Business Premium/Office 365 E1	[USD 2.14] (€2.00)
Office 365 E3/Microsoft 365 E3	[USD 8.55] (€8.00)
Office 365 E5/Microsoft 365 E5	[USD 8.55] (€8.00)

c. **Discounting.** If Microsoft offers a percentage discount or rebate off the list price of one or more Covered Suites to an EEA Customer, that customer is also entitled, if it chooses, to purchase the corresponding Without Teams Suites at the same percentage discount or rebate. Microsoft will provide EEA Customers with notice of this entitlement as detailed in Paragraph 6(e) below.

d. **Sales Through Partner Resellers.** When calculating the applicable Price Deltas for indirect sales to EEA Customers accomplished through resellers, such as sales through Microsoft's Cloud Solution Provider ("CSP") program channel, Microsoft will ensure that the Price Deltas (set out above in Paragraph 2(b)) are met based on the estimated resale prices[2] ("**ERP**") established by Microsoft. Typically, the wholesale prices offered to these partners are set at some percentage less than the ERP to provide margin to partners and programmatic volume licensing discounts. If so, Microsoft will apply the same percentage discount off of the ERP of the Covered Suites and

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[1] Microsoft sets prices for its products and services in USD and enables pricing and billing in local currencies pursuant to foreign currency exchange rates. The rates applied are determined internally and adjusted periodically for its portfolio of products and services in the normal course of business. As a result, the Price Delta in USD will remain constant throughout the term of the Commitments, but if from time-to-time foreign currency exchange rates (as applied by Microsoft) change for the EUR and other currencies available for billing in the EEA it may increase or decrease as expressed in those currencies. Microsoft will ensure that any such price changes due to fluctuations in the foreign currency exchange rates will be applied equally across the Covered Suites, Without Teams Suites, and Teams Standalones. The USD figures listed in the table will be adjusted, if needed, closer to the Effective Date.

[2] The estimated resale price is typically set at the Microsoft web direct pricing level.

the Without Teams Suites when setting the wholesale price to the partner.[3] Partners will control the end prices to the customer and have no obligation to maintain the Price Deltas or offer parity in discounts or rebates between the Covered Suites and Without Teams Suites when setting prices for their EEA Customers. However, Microsoft shall not provide incentives to its partners to offer larger discounts on the Covered Suites as compared to the Without Teams Suites.

3. **Teams Standalone.**   Microsoft currently offers standalone versions of Teams, including Teams Essentials (for businesses) and Teams for Enterprise (for enterprises) ("**Teams Standalones**").

   a. **Pricing.** Microsoft will offer Teams Standalones to EEA Customers at a list price equal to or above the relevant Price Delta and will set an ERP for partner resellers equal to or above the relevant Price Delta. The Teams Standalone version which is targeted and marketed for use by businesses with Microsoft Business Basic, Microsoft Business Standard, Microsoft Business Premium, Office 365 E1, or any successor or substantially equivalent versions of these suites (currently Teams Essentials) will have a list price and ERP equal to or above [USD 2.14] (€2.00). The Teams Standalone version which is targeted and marketed for use by enterprises with Office 365 E3, Microsoft 365 E3, Office 365 E5, Microsoft 365 E5, or any successor or substantially equivalent versions of these suites (currently Teams for Enterprises) will have a list price and ERP equal to or above [USD 8.55] (€8.00).

   b. **Discounting.** Microsoft may offer programmatic discounts[4] on the Teams Standalones to EEA Customers that are the same or less than those available on the Without Teams Suites. Microsoft may not offer additional negotiated discounts or rebates on the Teams Standalones except when an EEA Customer buys both Without Teams Suites and Teams Standalones. Then and only then Microsoft may offer the customer a negotiated percentage discount or rebate off the price of the

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[3]   For example, if the ERP of Microsoft 365 Business Standard (with Teams) is €12.00, then per Paragraph 2(d), the without Teams version should have an ERP at €10.00. In addition, if the channel program provides for a 20% margin to partners, the wholesale price of both suites would be discounted to the partner by 20% such that then the wholesale price of Microsoft 365 Business Standard (with Teams) would be €9.60 and the without Teams version would be €8.00.

[4]   Programmatic discounts are standard discounts that apply equally to multiple Microsoft products and services pursuant to a channel or licensing program such as the Enterprise Agreement volume licensing program.

Teams Standalones that is less than or equal to what it provides to the customer on the same number of seats of the relevant[5] Without Teams Suites.[6]

c. **Sales Through Partner Resellers.** When calculating the applicable price for indirect sales to EEA Customers accomplished through resellers, such as sales through Microsoft's CSP program channel, Microsoft will ensure that the prices (calculated per Paragraph 3(a)) are met based on the ERP established by Microsoft. Typically, the wholesale prices offered to the partners are set at some percentage less than the ERP to provide margin to partners. Microsoft may offer programmatic discounts on the Teams Standalones to partners for EEA Customers that are the same or less than those available on the Without Teams Suites. Microsoft may not offer additional negotiated discounts or rebates on the Teams Standalones to partners except when an EEA Customer is buying both Without Teams Suites and Teams Standalones from a partner. Then and only then Microsoft may offer the partner a negotiated percentage discount or rebate off the price of the Teams Standalones that is less than or equal to what it provides to the partner on the same numbers of seats of Without Teams Suites. Partners will control the end prices to the customer and have no obligation to maintain the ERPs or offer parity in discounts or rebates between the Teams Standalones and Without Teams Suites when setting prices for their EEA Customers. However, Microsoft shall not provide incentives to its partners to offer larger discounts on the Teams Standalones as compared to the Without Teams Suites.

4. **Free Trials & Developer Offers.** For the avoidance of doubt, nothing in these Commitments prevents Microsoft from providing free trials of Teams. However, beginning 90 days after the Effective Date, free trials targeted to commercial customers in the EEA shall not last longer than 31 days and access to Teams must be terminated at the end of the trial period unless the customer purchases Teams. Microsoft can, however, continue its practice of offering free versions of its suites including Teams to developers for the purpose of developing solutions that work with Microsoft 365 as well as Teams.[7]

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[5]   The relevant Without Teams Suites for what is currently Teams Essentials and for what is currently Teams for Enterprises respectively are the ones identified in Paragraph 3(a).

[6]   If, for example, an EEA Customer purchases 100 seats of Microsoft 365 E3 and receives an additional negotiated discount of 20% on those seats, Microsoft could offer the EEA Customer the same 20% additional negotiated discount on 100 seats of Teams for Enterprise. If the same customer purchases an additional 50 seats of Microsoft 365 E5 and receives an additional negotiated discount of 15% on those seats, Microsoft could offer the EEA Customer the same 15% additional negotiated discount on 50 seats of Teams for Enterprise (where these 50 seats would not be the same as the 100 seats for which the 20% discount has been applied; otherwise stated, the 20% and 15% additional negotiated discounts cannot be cumulated on the same Teams Standalone seat). Any additional seats of Teams for Enterprise beyond the 150 purchased by the same customer would be eligible for programmatic discounts only.

[7]   *See for example* [Microsoft 365 Developer Program FAQ | Microsoft Learn](#)*.*

5. **No EEA-Only Price Increases.** Microsoft commits that for the duration of the Commitments, it will not implement the Price Deltas through price increases on the Covered Suites and Without Teams Suites exclusively in the EEA. Microsoft may, however, raise prices on the Covered Suites and Without Teams Suites in the EEA so long as equivalent price increases are made in the United States of America. As explained in FN 1, the prices in local currency on the suites in the EEA may fluctuate in the normal course as they are adjusted for changes in foreign currency exchange rates.

6. **Notice of Availability.** Microsoft will ensure that customers and partners in the EEA know of the availability of the Without Teams Suites and of Microsoft's commitments to ensure effective interoperability with Microsoft Products and Services and data portability as set out in Paragraphs 8 through 15 by:

   a. Publishing information about the new offer to EEA Customers in a blog update on its Microsoft 365 blog (*e.g.*, https://www.microsoft.com/microsoft-365/blog/). The update will include information about the Price Deltas, the ability of customers to purchase the Without Teams Suites at their Annual Order period as described in Paragraph 7, that customers are eligible for the same percentage discounts on Without Teams Suites that they receive on corresponding Covered Suites, the ability to use Without Teams Suites with other communications and collaboration applications, that Microsoft makes available to Teams Competitors solutions for interoperability and integration, and the availability of Microsoft tools enabling data portability;

   b. Publishing information about the new offer to partners selling suites in the EEA on the Microsoft partner blog (*e.g.*, https://blogs.partner.microsoft.com/partner/). The update will include information about the Price Deltas, that the same percentage discounts offered to partners on the Covered Suites will also be made available on the Without Teams Suites, and that without Teams suites can be used with other collaboration and communication applications;

   c. Displaying on its relevant websites targeted to the users in the EEA information about the various Without Teams Suites in an equivalent, adequate, sufficiently prominent and nondiscriminatory manner as compared to the Covered Suites. For the avoidance of doubt, the presentation of Covered Suites and Without Teams Suites as detailed in Annex 1 is compliant with this provision;

   d. Publishing information on a developer-facing Microsoft website about the Interoperability and Data Portability Commitments as set out in Paragraphs 8 through 15;

   e. Including the Without Teams Suites on any price lists in any channel in the EEA for which the Covered Suites are also included on the list and including information about the availability of the Without Teams Suites in marketing materials for partners and in sales channels in an adequate, sufficiently prominent and non-discriminatory manner; and

   f. Providing its customers with multi-year subscriptions for Covered Suites, such as an Enterprise Agreement, in the EEA as part of the contracting process with a notice of the availability of the Without Teams Suites and that they could be used with competitors to Teams if the customer purchased a competing solution. The notice that will be included with the contractual materials

and sent through effective direct channels will make clear to customers in the EEA that they have the right to purchase Without Teams Suites at a price below the price of the Covered Suites and that they are eligible to receive the same percentage discount or rebate offered to the customer on the Covered Suites on the Without Teams Suites.

7. **Existing Longer Term Direct Contracts.** EEA Customers can choose to purchase the Covered Suites and Without Teams Suites under a variety of options, including monthly, annual, and multi-year subscriptions. Customers may switch from a Covered Suite to a Without Teams Suite at their contract renewal date. However, at the Effective Date of these Commitments some EEA Customers will have an existing agreement with a multi-year subscription for Covered Suites, such as an Enterprise Agreement, whose expiration or renewal date is more than twelve (12) months after the Effective Date. For new and existing customers who purchase multi-year subscriptions for Covered Suites before or during the Relevant Period, Microsoft will, for a period of five years after the Effective Date, allow them at the time of their Annual Order[8] period to switch to the corresponding Without Teams Suites. The corresponding Without Teams Suites will be charged at the then-current price and at the same percentage discount that applied to their existing Covered Suites. Customers who elect to switch will be billed for the new Without Teams Suite price for the remainder of their agreement term. For the avoidance of doubt, for EEA Customers who purchase Covered Suites from partners who control the pricing of those suites and the customer relationship, Microsoft will enable those partners to switch their existing customers to Without Teams Suites in accordance with this provision, although Microsoft is not responsible for the partner's ultimate decision on whether and how it enables switching and at what price.

8. **Effective Interoperability with Microsoft Products and Services.** Microsoft shall allow existing and new independent software vendors "(**ISVs**") that provide collaboration and communications solutions in competition with Microsoft Teams ("**Teams Competitors**") or interoperability between Teams Competitors and Microsoft Products and Services effective interoperability with and access for the purposes of such interoperability to Microsoft Products and Services as provided in this Paragraph.[9]

   a. **Application Programming Interface ("API") Availability.** Specifically, Microsoft commits to make available to Teams Competitors APIs that provide functionality and access to all related data and metadata, including any such data that Teams uses for the purposes of providing AI powered features, effectively equivalent to what Teams gets from Microsoft Products and Services (collectively the "**Interoperability APIs**") as follows:

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[8] Microsoft's Enterprise agreements are typically three years in duration but enable customers to make certain changes at the Annual Order period. *See* Microsoft's Enterprise Agreement Program Overview.

[9] To the extent that relying on such interoperability requires access to or processing of customer data, customer consent will be required. The manner of requesting such customer consent shall be compliant with relevant law and consistent with Microsoft's agreements with its customers but shall not otherwise limit the effectiveness of the Commitments.

i. *Exchange Online.* Microsoft will provide access to APIs that will allow Teams Competitors to interoperate with Exchange Online to integrate with its contacts and calendar, including synchronization, creation, and management of appointments and meetings as well as to access emails and tasks.

ii. *SharePoint Online and OneDrive.* Microsoft will provide Teams Competitors with access to APIs for SharePoint Online and OneDrive such that users of Teams Competitors can retrieve and store files in SharePoint Online and OneDrive from those competing solutions.

iii. *Presence.* Microsoft 365 modern work solutions include and share information about the presence and status of users, such as whether they are away, on a call, or out of the office. Microsoft will provide access to APIs that enable Teams Competitors to access this presence information as well as to provide information into the presence systems to update what it knows about user presence so that it can share presence with other Microsoft Products and Services.

iv. *Activity Feeds and Notifications.* Microsoft will provide Teams Competitors with access to the Microsoft Activity Feeds and Notifications that are made available to Teams and shared with other Microsoft Products and Services. This access will include the ability to both send and receive notifications to and from other Microsoft Products and Services

v. *EntraID.* Microsoft will provide Teams Competitors with access to the information stored in Microsoft Entra ID (previously known as Azure Active Directory) that is accessed and relied upon by Microsoft Teams to interact with other Microsoft Products and Services. This information will enable those Teams Competitors to authenticate users against other Microsoft 365 Products and Services and access the relationships and resources relevant to users such as group memberships, organizational hierarchy, a user photo, and similar customer information associated with a user stored in Entra ID. In addition, and for the avoidance of doubt, this information will include any information and permissions that are necessary for Teams Competitors to take effective advantage of the interoperability provided for in subparagraphs 8 (a) (i) through (iv).

b. **New Material Functionality**. After the Effective Date, if (i) material new functionality is added to Teams that is separate from the core collaboration and communication functionality provided by Teams and cannot properly be considered a feature that Teams Competitors would and could develop themselves,[10] (ii) for which Teams relies on access to the covered Microsoft Products and Services to enable that functionality, and (iii) that functionality does not fit into one of the

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[10] Examples of features Teams Competitors would and could develop themselves rather than rely on Microsoft-provided functionality include storage of communications and related information, calling, translation or other intelligent features, chatting, security of the service, or similar features.

scenarios described above, then Microsoft will provide access to effectively equivalent functionality for Teams Competitors.

c. **Updates, Modifications, and Deprecation of Functionality.** Microsoft may continue to update and modify its products and services, including the deprecation of functionality and the updating of the methods it enables for achieving effective interoperability. When making such changes to the method by which effective interoperability is enabled, Microsoft will not deprecate existing functionality in Microsoft Products and Services necessary for effective interoperability with a notice of less than one year (365 days), unless faster deprecation is necessary for a legitimate security reason or is compelled by applicable law or a legal proceeding. To the extent Microsoft deprecates functionality in Microsoft Products and Services, Microsoft is under no obligation to continue to support access for third parties to Microsoft Products and Services for the purposes of providing functionality that Microsoft itself no longer offers in Teams. In the event the relevant functionality is removed from a Microsoft Product or Service and put in a different Microsoft offering, Microsoft shall provide access to that functionality for Teams Competitors to the extent that Teams continues to rely on the functionality despite it being removed from the covered Microsoft Products and Services.   In the event that a Teams feature ceases to rely upon functionality in Microsoft Products and Services, Microsoft is under no obligation to maintain interoperability for Teams Competitors for that functionality unless when removing the Teams feature that had the dependency on that functionality, Microsoft moves the existing Teams feature with the same dependency on a Microsoft Product or Service into a new Microsoft product or service not covered by these Commitments, in which case, Microsoft shall maintain interoperability for Teams Competitors.

9. **Technical Documentation and Support.**   Microsoft commits that when enabling effective interoperability with Microsoft Products and Services as specified in Paragraph 8 above, it will provide complete and accurate technical documentation necessary to enable Teams Competitors to implement the functionality. That documentation will be consistent with and of the same quality as the documentation Microsoft makes available broadly to developers on https://learn.microsoft.com/en-us/graph/. If any necessary technical documentation or information is missing or is inaccurate, Microsoft will provide complete and accurate information and documentation in an expedient manner and no later than thirty (30) days after it receives written notification via the relevant channel for technical support for such documentation or information of the gaps in such documentation or information. Microsoft also commits to make available without discrimination to Teams Competitors technical support to implement the functionality through its existing support channels, including access to software development kits, code samples, developer tools, and support resources such as support provided through https://developer.microsoft.com/en-us/graph/support. At the request of any Teams Competitor, Microsoft will provide it with a dedicated point of contact to facilitate such technical support on a timely basis. Microsoft shall work in good faith with Teams Competitors to help resolve any technical issues they are facing in implementing effective interoperability with Microsoft Products and Services in an expedient manner. For the avoidance of doubt, Microsoft is not required to build new solutions on behalf of Teams Competitors.

This Paragraph 9 applies in its entirety also to enabling Teams Competitors to embed Office Web Applications as detailed in Paragraph 12 and to integrate with Microsoft 365 Apps and Teams as detailed in Paragraph 13.

10. **Interoperability API Licenses and Terms.** Microsoft will make the Interoperability APIs available to Teams Competitors to enable effective and efficient access to data and functionality on a non-discriminatory basis compared to other ISVs relying upon the APIs. Access to these APIs will be subject to Terms of Use. The current Terms of Use which apply generally to Microsoft APIs, including the existing Interoperability APIs are available at Terms of Use - Microsoft APIs | Microsoft Learn and the current terms are included in Annex 3. For avoidance of doubt, with respect to Interoperability APIs, the obligations set forth in these Commitments in Paragraphs 8 through 11 and Paragraph 15 will supersede the current and successor Terms of Use if and where they contradict or are otherwise inconsistent, including Section 3(b)(7) on enforcing limits in Microsoft's sole discretion, Section 6 governing Changes to the Microsoft APIs and API Terms, Section 9 on Disclaimer for Warranties, Limitations of Liability and Indemnity, and Section 10 on Termination. Microsoft will provide in the Microsoft API Terms of Use and Microsoft Graph service specific throttling limits referred to in subparagraph (a) below notice (i) of this Commitments Decision and (ii) that the Commitments Decision controls over anything to the contrary in the Microsoft API Terms of Use and Microsoft Graph service specific throttling limits. These Terms of Use may and do require that the customer is validly licensed to the applicable underlying Microsoft Product and Service; set out supported rate limits such as requests per second ("**RPS**"); and require customer consents for interoperation between any third-party application and Microsoft Products and Services.

    a. *Throttling*. Microsoft will only throttle Teams Competitors' access to the Interoperability APIs beyond standard supported RPS rates if and to the extent necessary to ensure reliable service access, stability, security, and fraud prevention. Such throttling, if necessary, will be conducted on a non-discriminatory basis with respect to Teams Competitors as compared to other ISVs relying upon the APIs. Microsoft's current policies related to these practices are available at Microsoft Graph service-specific throttling limits - Microsoft Graph | Microsoft Learn and current limits associated with relevant APIs are included in Annex 2. Microsoft commits that for the full term of these Commitments the throttling limits and terms of use will not be substantially degraded in a way that undermines Teams Competitors' ability to take advantage of the interoperability commitments set out in Paragraphs 8 through 13 and that based on normal usage consistent with how Teams interacts with other Microsoft Products and Services, the throttling limits and terms of use are sufficient to enable effective interoperability as set forth in these Commitments.

    b. *Interoperability API Charges*. In some instances, usage of an Interoperability API may be subject to charges to the customer or the ISV.   Microsoft will limit any charges for access to Interoperability APIs by collaboration and communication solutions offered by Teams Competitors to reasonable service cost recovery, excluding historical development costs for the APIs and consistent with how Microsoft calculates costs of goods sold ("**COGS**") for the cloud

services it provides.[11] In the event that Microsoft begins charging for Interoperability APIs that as of the Effective Date are free, Microsoft will not undermine the effectiveness of the interoperability requirements of the Commitments or discriminate against Teams Competitors. Microsoft further commits that in the event it charges for Interoperability API access in the EEA, it will charge either the customer or the Teams Competitor but not both for the same calls. For the avoidance of doubt, the fact that a customer or developer pays for a license to the underlying Microsoft Product or Service does not preclude charging for API access to that product or service and this would not constitute duplicative billing in violation of this provision.

11. **Timely Manner.** The Interoperability APIs will be made available in a Timely Manner. For purposes of these Commitments, Timely Manner means: (i) for incremental refinements to existing functional areas for which related interoperability is already made available, the relevant Interoperability APIs will be made available *at the same time* the Teams feature or functionality that makes use of a functionally equivalent API in another Microsoft Product or Service is being made generally available for commercial use to customers and (ii) with respect to Interoperability APIs that are provided in new functional areas or that involve significant changes in functionality for which no existing similar interoperability is currently enabled, the Interoperability APIs will be made available within 30 days from the date the Teams feature or functionality that makes use of a functionally equivalent API in another Microsoft Product or Service is made generally available for commercial use to customers. Due to the compressed development timelines for providing Interoperability APIs under these Commitments, those APIs may be subject to ongoing and rapid development changes even after being made generally available. Microsoft will provide information about these changes to developers implementing the Interoperability APIs and will work in good faith to technically support Teams Competitors implementing those APIs. General availability does not include previews, test releases, or other pre-release versions that under standard industry understanding would not be considered final released products to end customers.

12. **Enabling Teams Competitors to Embed the Microsoft Office Web Applications.** Within sixty (60) days of the Effective Date, Microsoft shall enable Teams Competitors to embed the Microsoft Office Web Applications in their respective desktop collaboration and communication applications made available on Windows and MacOS or in web applications running in a compatible internet browser to provide equivalent functionality as the Microsoft Office Web Applications provide to Teams, including (i) viewing, editing, collaboration, and presentation functionality and (ii) "Live" experiences to the

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[11] Relevant costs when calculating COGs would include the cost of storage needed to retrieve the data and send it to the compute nodes for processing, the compute costs to prepare the data, and the networking costs including internal networking costs and costs Microsoft pays to networking providers such as costs Microsoft pays operators, cache associated with performant data access, deployments across geographies to make them compliant and available in the required regions. These costs would be allocated based on usage and would be consistent with Microsoft's own internal transfer cost calculations for internal cross group use of the APIs (if any).

extent supported in the relevant Microsoft Office Web Application.. "**Office Web Applications**" means the web-based versions of Word, Excel, and PowerPoint and their successors as Microsoft updates and makes them available over time. This functionality shall be enabled by Microsoft as detailed in this Paragraph. Microsoft will develop and make available a software development kit ("**SDK**") that enables third-party collaboration and communication solutions to display an integrated Office Web Application experience within a web-based window (*i.e.*, iFrame) in their application. This SDK will be subject to publicly available program terms and conditions as well as fees provided that those terms and fees are reasonable and do not effectively prevent Teams Competitors from offering access to this functionality as part of their collaboration and communications solutions.[12] Teams Competitors are responsible for engineering work required to enable integration of the Office Web Application experience in their solution, including the extent and design of the integration and user experience implemented and delivered in their solution.

- In utilizing this mechanism, Teams Competitors will be responsible for ensuring that their implementations are consistent with technical requirements and dependencies of the Office Web Applications. Microsoft is under no obligation to redesign the Office Web Applications to, for example, rely on different backend services instead of the Microsoft 365 storage and collaboration services or to conform to particular user experiences of the hosting application. Similarly, the third-party implementation of an iFrame must rely upon a modern web platform that is supported by the Office Web Applications.

- Office Web Application functionality will only be accessible to customers who (i) have access to the Office Web Applications via a valid license to Microsoft's frontline, business, or enterprise productivity suites and (ii) have authenticated themselves for use with the necessary backend services upon which the Office Web Applications rely to provide rich, secure, and scalable collaboration capabilities.

- For experiences that facilitate collaboration between multiple users with the Office Web Applications, the corresponding the Teams Competitor application is responsible for distributing and invoking the experience to all participants of the collaboration session.

13. **Teams Competitors Integrating with the Microsoft 365 Apps and Teams.** Microsoft commits to enabling access to Microsoft 365 Apps for Teams Competitors on a non-discriminatory basis as compared to other ISVs as provided in this Paragraph.

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[12]   Prior to the Effective Date, Microsoft launched a program, MDCPP, to provide access to this functionality. In connection with that program, Microsoft entered into an agreement providing for a one-time program fee of USD 100,000 and consumption charges of USD 0.006 per session for the core web apps and USD 0.08 per session for the "Live" versions of the applications. Given that such agreement was negotiated with a Teams Competitor at arms-length, it shall be presumptively considered reasonable.

a. *Add-In Model*. Microsoft provides an add-in model for developers to enable integrations between the Microsoft 365 Apps or Teams and third-party solutions. For example, Teams Competitors can develop add-ins to enable users to schedule a meeting in their service from within Microsoft Outlook. This approach to integration is consistent with industry best practices, including by Teams Competitors. Microsoft commits to continue to enable Teams Competitors to free of charge develop add-ins for the Microsoft 365 Apps and Teams, subject to the standard terms and conditions. The current version of those terms are available at https://github.com/OfficeDev/office-js/blob/release/LICENSE.md and are reproduced in Annex 4. Microsoft commits that this add-in model and the related resources will enable Teams Competitors to provide add-ins that enable the same functionality as equivalent add-ins and integrations as Teams offers in the Microsoft 365 Apps. Microsoft commits to provide Teams Competitors with prominent placement, such as on the application "ribbon", in a manner that is non-discriminatory as compared to placement for add-ins for other ISVs.[13] In addition, Microsoft commits that it will not materially degrade the ability of Teams Competitors to integrate with Teams via the existing add-in model in Teams as compared to the situation that exists as of the Effective Date. This provision does not prevent Microsoft from making changes to its add-in model to address legitimate security and reliability concerns.

b. *AppSource Marketplace.* Microsoft operates the AppSource Marketplace as a distribution channel for, among other things, third-party add-ins for the Microsoft 365 Apps or Teams. If a developer opts to distribute through the AppSource Marketplace, then marketplace terms (currently available at https://learn.microsoft.com/en-us/legal/marketplace/msft-publisher-agreement) and fees (currently US$99) apply and Microsoft commits to apply these terms and fees to Teams Competitors without discrimination as compared to other ISVs. Microsoft commits that it shall continue to make its AppSource Marketplace available to Teams Competitors on a non-discriminatory basis compared to other ISVs and on standard terms and policies (including access to all AppSource Marketplace SDKs, code samples, developer tools, and support resources).

c. *Microsoft Teams Integrations*. The Microsoft 365 Apps have various mechanisms that launch or rely upon Microsoft Teams, such as, for example, scheduling a Teams meeting, posting a document in Teams, *etc.* These entry points cannot be redirected to different services. For avoidance of doubt, these Commitments do not require Microsoft to enable these entry points to be configurable to launch Teams Competitors. Rather, to the extent that there are Teams

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[13]   Microsoft provides extensive technical and user-friendly documentation to support both developers and users with the successful implementation of its add-in model. See, *e.g.*, Office Add-ins documentation - Office Add-ins | Microsoft Learn; Build your first Outlook add-in - Office Add-ins | Microsoft Learn; Customizing Outlook using COM add-ins; Use add-ins in Outlook - Microsoft Support. Annex 4(a) provides an example of how one ISV has elected to implement an add-in integration in a Windows desktop application for Outlook.

integrations or add-ins in the Microsoft 365 Apps, those integrations and add-ins will be removed by default from the distributions of the Without Teams Suites and Teams Competitors can offer their own integrations as detailed in Paragraph 13(a).

14. **Enabling EEA Customers to Switch from Teams.** Microsoft will enable EEA Customers (or entities acting on behalf of EEA customers) to extract all their Teams messaging data; Team-specific memberships and permissions; and any data in the future that is substantially equivalent to these two categories for use in another communication and collaboration applications as detailed in this Paragraph.

a. *Data Export APIs*. Microsoft currently offers APIs that enable customers to export all of their Teams messaging data, including messaging content for standard, private, and shared channels; direct, group and meeting chats; as well as the information on structure and content necessary to understand the channel and team structures associated with the messaging data. Microsoft also offers APIs to enable EEA Customers to retrieve files stored in SharePoint Online and OneDrive for Business. Microsoft commits that it will continue to make these APIs (collectively "**Data Export APIs**"), or their equivalent successor versions, available for use by EEA Customers to export their data from Microsoft Teams, SharePoint Online, and OneDrive, whether from a datacenter located in or outside the EEA. Customers are free to export their data to any geographic location of their choice. Data exported will be made available in an industry standard format, such as JSON, so that it will be possible for the customer to import it into another program. Use of these APIs will be subject to similar conditions set forth for Interoperability APIs in Paragraph 10 above, including the current Terms of Use referenced in Annex 3. For avoidance of doubt, with respect to the Data Export APIs, the obligations set forth in these Commitments will supersede those set forth in Paragraph 10 above and/or the current Terms of Use in Annex 3 and subsequent versions if and where they contradict or are otherwise inconsistent.

b. *Charges and Rate Limits*. EEA Customers switching from Teams to a Teams Competitor may use the Data Export APIs to extract their Teams, SharePoint Online, and OneDrive for Business data at no charge. Because EEA Customers and ISVs might call these APIs for other purposes, to avail themselves of this benefit, EEA Customers must inform Microsoft of their intent to use the Data Export APIs to export their data to switch from Teams to a Teams Competitor. Microsoft will establish a process by which customers can efficiently and without undue burden or delay do so and, consequently, secure the ability to use the Data Export APIs free of charge for such switching. Microsoft will post notification about this documentation in its existing online publicly accessible portal for Microsoft Teams administrators and IT professionals (or its successor) currently located at https://learn.microsoft.com/en-us/microsoftteams/. Rate limits for the export of such data will be consistent with those set forth in Annex 2 that are sufficiently high to enable export of data at industry competitive speeds for switching purposes. EEA Customers who want to use the Data Export APIs to access Microsoft Teams data for in parallel use with a communications and collaboration solution offered by a Teams Competitor may use the Data Export APIs at a charge not to exceed COGS.

c. *Data Export Tool.* Microsoft will develop, maintain, and make available a customer-friendly and effective automated tool to facilitate the export of Teams data, specifically messages in chats and channels, team and channel structure, meeting transcription and recording links, user roster, and list of apps installed for Teams (the "**Data Export Tool**"). The Data Export Tool will be designed for use by EEA Customers with 500 users or less in their respective tenant and will allow for data retrieval based on a selected date range. Consistent with industry best practice, Microsoft expects (and recommends) that EEA Customers with more than 500 users will export data by calling the Data Export APIs directly. The Data Export Tool will be available for use at no charge and no later than sixty (60) days after the Effective Date by EEA Customers.

d. *Technical Support.* Microsoft will make available at no charge technical documentation explaining how the Data Export APIs and the Data Export Tool can be used by customers to export Teams data as well as how customers can inform Microsoft of their intent to switch at no cost using Data Export APIs. Microsoft will post this documentation in its existing online publicly accessible portal for technical documentation for Microsoft Teams administrators and IT professionals (or its successor) currently located at https://learn.microsoft.com/en-us/microsoftteams/. Consistent with industry norms, Microsoft will also make available swift and efficient technical support via, for example, a monitored email help alias to address EEA Customer and ISV questions about the Data Export APIs and the Data Export Tool.

15. **Geographic Scope of Interoperability.** Use of the interoperability mechanism set out in Paragraph 8, the ability to embed Office Web Apps set out in Paragraph 12, the ability to integrate with Microsoft 365 Apps and Teams set out in Paragraph 13, and access to any related technical documentation set out in Paragraph 9 will be made available in every geography in which the underlying functionality is made available in Teams and/or other Microsoft Products and Services.

16. **Dispute Resolution.** In the event that a Teams Competitor disputes whether Microsoft is complying with these Commitments, the dispute should be raised with the Monitoring Trustee for mediation, as provided in Annex 5, Paragraphs 1 and 2. In the event Microsoft agrees to make changes as a result of the mediation with the Monitoring Trustee, it will make the required changes within sixty (60) days of the date the agreement is finalized. If the mediation cannot be resolved within the timeframe provided in Annex 5, Paragraphs 1 and 2, the matter should be subject to fast-track arbitration as described in Annex 5, Paragraph 3 and following. The dispute resolution process is without prejudice to the ability of Teams Competitors to, at any time, raise concerns over Microsoft's non-compliance directly with the Commission.

17. **Monitoring Trustee.** Microsoft shall appoint a Monitoring Trustee to carry out the functions specified in these Commitments for a Monitoring Trustee.

a. *Independence.* The Monitoring Trustee shall be independent from Microsoft and its Affiliated Undertakings; possess the necessary qualifications to carry out their mandate such as having sufficient relevant experience; and neither have been nor become exposed to a Conflict of Interest.

The team of the Monitoring Trustee involved in implementing the Commitments shall not have had any direct or indirect work, consulting or other relationship with Microsoft in the last three (3) years and shall not have a similar relationship with Microsoft for three (3) years after completing its mandate.

The Monitoring Trustee shall be remunerated by Microsoft in a way that does not impede the independent and effective fulfilment of their mandate.

b. *Proposal by Microsoft*. No later than two (2) weeks after the Effective Date, Microsoft shall submit the name or names of two or more natural or legal persons whom Microsoft proposes to appoint as the Monitoring Trustee to the Commission for approval. The proposal shall contain sufficient information for the Commission to verify that the person or persons proposed as the Monitoring Trustee(s) fulfill the requirements set out in Paragraph 17 of the Commitments and shall include:

   i. The full terms of the proposed mandate, which shall include all provisions necessary to enable the Monitoring Trustee to fulfil their duties under these Commitments; and

   ii. The outline of a work plan that describes how the Monitoring Trustee would carry out their assigned tasks.

c. *Approval or Rejection by the Commission*. The Commission shall have the discretion to approve or reject the proposed Monitoring Trustee(s) and to approve the proposed mandate subject to any modifications it deems necessary for the Monitoring Trustee to fulfil their obligations. If only one name is approved, Microsoft shall appoint or cause to be appointed the person concerned as the Monitoring Trustee, in accordance with the mandate approved by the Commission. If more than one name is approved, Microsoft shall be free to choose the Monitoring Trustee to be appointed among the approved names. The Monitoring Trustee shall be appointed within one week of the Commission's approval, in accordance with the mandate approved by the Commission.

d. *New Proposal by Microsoft*. If all proposed Monitoring Trustees are rejected, Microsoft shall submit the names of at least two more natural or legal persons within one week of being informed of the rejection, in accordance with Paragraph 17(c) of these Commitments.

e. *Monitoring Trustee Nominated by The Commission*. If all further proposed Monitoring Trustees in Microsoft's new proposal are rejected by the Commission, the Commission shall nominate a Monitoring Trustee, whom Microsoft shall appoint, or cause to be appointed, in accordance with a Monitoring Trustee mandate approved by the Commission.

f. *Functions of the Monitoring Trustee*. The Monitoring Trustee shall assume their specified duties and obligations in order to ensure compliance with the Commitments. The Commission may, on its own initiative or at the request of the Monitoring Trustee or Microsoft, give any orders or instructions to the Monitoring Trustee in order to ensure compliance with the conditions and obligations attached to the Decision.

The Monitoring Trustee shall:

i. Within fourteen (14) days of its appointment, submit to the Commission a detailed workplan describing how the Monitoring Trustee intends to carry out the duties provided under this provision;

ii. Monitor Microsoft's performance of the Commitments;

iii. Broker a resolution, acting as the mediator, of any dispute that would arise between Microsoft and a Teams Competitor regarding Microsoft's compliance with the Commitments. If Microsoft agrees to implement changes as a result of the mediation with the Monitoring Trustee, it will implement them within sixty (60) calendar days as of when Microsoft agrees to these changes. If the dispute cannot be resolved through the Monitoring Trustee's mediation within the timeframe set out in Annex 5, Paragraph 2, the matter shall be subject to fast-track dispute resolution as described in Annex 5 of these Commitments;

iv. Advise and, if necessary, make written recommendations to the Commission as to Microsoft's compliance with the Commitments when any dispute between a Teams Competitor and Microsoft regarding Microsoft's compliance with the Commitments is subject to the fast-track dispute resolution procedure described in Annex 5 of these Commitments;

v. Provide to the Commission, simultaneously sending Microsoft a non-confidential copy, a preliminary report four (4) months following the Effective Date and a complete first report six (6) months following the Effective Date, a report every six (6) months thereafter for a period of three years and then on each anniversary for the remainder of the Relevant Period of the Commitments, regarding Microsoft's compliance with the Commitments, as well as the status and outcome of any dispute between a Teams Competitor and Microsoft in which the Monitoring Trustee has participated;

vi. At any time, the Monitoring Trustee will provide to the Commission, at its request (or on the Monitoring Trustee's own initiative), a written or oral report on matters falling within the Monitoring Trustee's mandate. In particular, the Monitoring Trustee will promptly report in writing to the Commission, simultaneously sending Microsoft a non-confidential copy of the report, if they conclude on reasonable grounds that Microsoft is failing to comply with the Commitments; the Monitoring Trustee shall inform Microsoft promptly of the content of any oral reports to the Commission; and

vii. Propose to Microsoft such measures as the Monitoring Trustee considers necessary to ensure Microsoft's compliance with the Commitments and to propose measures to the Commission in the event that Microsoft does not comply with the Monitoring Trustee's proposal within the timeframe set by the Monitoring Trustee.

g. *Duties and obligations of Microsoft*. Microsoft shall provide and shall cause its advisors to provide the Monitoring Trustee with all such cooperation, assistance, and information as the Monitoring

Trustee may reasonably require to perform their tasks. The Monitoring Trustee shall have full and complete access to any of Microsoft's books, records, documents, management or other personnel, facilities, sites, and information necessary to fulfill their duties under the Commitments, subject to Microsoft's right to protect documents and communications that are legally privileged under U.S. or European Union laws. In addition, the Trustee may request and Microsoft shall provide information regarding the availability and list pricing of the Covered Suites, Without Teams Suites, Teams Standalones, as well as any frontline suites that do and do not include Teams to non-EEA Customers.

h. *Indemnification.* Microsoft shall indemnify the Monitoring Trustee and its employees and agents (each an "**Indemnified Party**") and hold each Indemnified Party harmless against, and hereby agrees that an Indemnified Party shall have no liability to Microsoft for, any liabilities arising out of the performance of the Monitoring Trustee's duties under the Commitments, except to the extent that such liabilities result from the willful default, recklessness, gross negligence, or bad faith of the Monitoring Trustee, its employees, agents, or advisors.

i. *Appointment of Advisors.* At the expense of Microsoft, the Monitoring Trustee may appoint advisors (in particular for legal advice), subject to Microsoft's approval (this approval not to be unreasonably withheld or delayed) if the Monitoring Trustee considers the appointment of such advisors necessary or appropriate for the performance of their duties and obligations under the Monitoring Trustee mandate, provided that any fees and other expenses incurred by the Monitoring Trustee are reasonable. Should Microsoft refuse to approve the advisors proposed by the Monitoring Trustee the Commission may approve the appointment of such advisors instead, after having heard Microsoft. Only the Monitoring Trustee shall be entitled to issue instructions to the advisors. Paragraph 17(h) of the Commitments shall apply *mutatis mutandis*.

j. *Information Sharing.* Microsoft agrees that the Commission may share Confidential Information proprietary to Microsoft with the Monitoring Trustee. The Monitoring Trustee shall not disclose such information and shall abide by the non-disclosure obligations of Article 28(2) of Regulation 1/2003[14] with regard to any information acquired in the performance of their functions in relation to these Commitments or from the Commission, even after their mandate term.

k. *Contact Details.* Microsoft agrees that the contact details of the Monitoring Trustee are published on the website of the Commission's Directorate-General for Competition and Microsoft shall inform interested third parties of the identity and the tasks of the Monitoring Trustee.

l. *Replacement, Discharge, And Reappointment of The Monitoring Trustee.* If the Monitoring Trustee ceases to perform their functions under the Commitments or for any other good cause, including the exposure of the Monitoring Trustee to a Conflict of Interest: (i) The Commission may,

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[14] Council Regulation (EC) No 1/2003 of 16 December 2002 on the implementation of the rules on competition laid down in Articles 81 and 82 of the Treaty.

after hearing the Monitoring Trustee and Microsoft, require Microsoft to replace the Monitoring Trustee; or (ii) Microsoft may, with the prior approval of the Commission, replace the Monitoring Trustee.

If the Monitoring Trustee is removed according to Paragraph 17(l) of these Commitments, the Monitoring Trustee may be required to continue in their function until a new Monitoring Trustee is in place to whom the Monitoring Trustee has effected a full handover of all relevant information. The new Monitoring Trustee shall be appointed in accordance with the procedure referred to in Paragraphs 17(a)-(e) of these Commitments.

Unless removed according to Paragraph 17(l) of these Commitments, the Monitoring Trustee shall cease to act as Monitoring Trustee only after the Commission has discharged them from their duties after all the Commitments with which the Monitoring Trustee has been entrusted have been implemented.

18. **Review Clause.** The Commission may, in response to a reasoned request from Microsoft showing a material change in the facts, law, or circumstances waive, modify, or substitute the Commitments. This request shall be accompanied by a report from the Monitoring Trustee, who shall, at the same time send a non-confidential copy of the report to Microsoft. Pending the Commission's response, the request shall not have the effect of suspending the Commitments and, in particular, of suspending the expiry of any time period in which the Commitments have to be complied with.

19. **Implementation Timing.** Except as otherwise specified above, Microsoft shall comply with these Commitments within sixty (60) days of their Effective Date.

20. **Duration.** The Commitments shall apply for a duration of seven (7) years from the Effective Date, except for the Interoperability and Data Portability Commitments which shall apply for a duration of ten (10) years from the Effective Date.

21. **Non-Retaliation.** Microsoft shall not threaten or punish customers, partners, or competitors that do not use, sell, or distribute Teams or Covered Suites. This should include but not be limited to retaliation through financial means (*e.g.*, loss of/lower discounted offers), technical means (*e.g.*, service disruptions, degradation of interoperability) or other means (*e.g.*, slower customer service, lack of eligibility for certain offerings).

22. **Compliance with Other Applicable Laws.** These Commitments apply without prejudice to any stricter obligation(s) that result from the application of the Data Act, the Digital Markets Act, and any other applicable laws.

23. **Non-Circumvention.** These Commitments are intended to enable an undistorted customer choice between Covered Suites and Without Teams Suites and to enable effective interoperability for Teams Competitors; to enable Teams Competitors with the ability to provide add-ins to Microsoft 365 Apps on a non-discriminatory basis as compared to other ISVs; and to enable Teams Competitors to rely on Office Web Applications for certain functionality, all as detailed in the Commitments. Microsoft will

not, in any way, directly or indirectly by an act or omission, circumvent or attempt to circumvent these Commitments, including, for example, through technical means or commercial inducements such as rebates, discounts, or other favorable terms and conditions, whether retroactive or forward-looking, to customers or distribution partners, including partner resellers, that apply to the Covered Suites or apply to other products of Microsoft when combined with the Covered Suites, but not when combined with Without Teams Suites. In addition, Microsoft will not market its business version of the Teams service, *i.e.*, Teams Essentials, as an appropriate solution for enterprise customers to evade the [USD 8.55] (€8.00) Price Delta assigned to Teams in Microsoft's enterprise productivity suites and the list price of Teams for Enterprises. Microsoft will similarly not offer business or enterprise versions of the Teams service as part of the Microsoft Windows Operating System or in one or more of the Microsoft Products and Services. Nor will Microsoft use notifications, prompts, or other such mechanisms in Microsoft's Windows Operating System or Microsoft Products and Services to target customers to use Teams instead of a Teams Competitor, or make it artificially difficult for customers to provide consent as may be necessary under Paragraphs 8 and 10. Nor will Microsoft make technical changes for the purpose of degrading the performance of Teams Competitors when integrated in the Microsoft Products and Services. For the avoidance of doubt, it is not circumvention for Microsoft's own salesforce to offer and recommend to customers or distribution partners the Covered Suites with Teams as the solution that Microsoft believes is best so long as Microsoft does not make the purchasing process less attractive for those customers who want Without Teams Suites as compared to those who want the Covered Suites. Microsoft will not disseminate false, deceptive, or misleading information regarding Teams or third-party collaboration and communications solutions that compete with Teams and (i) promptly report detailed information regarding any isolated incident of dissemination of such information by its salesforce to the Monitoring Trustee, and (ii) take appropriate action to promptly rectify such incident.

Annex 1

Figure 1: Homepage That Customers Land On When Navigating To A Microsoft 365 Small Business Plan Comparison

Figure 2: Website That Customers Land Upon When Looking For Plans Without Teams

Microsoft Graph throttling limits for selected services

Excerpts from **Microsoft Graph service-specific throttling limits**, sections are in the order they appear in published documentation.

Additional content from **Avoid getting throttled or blocked in SharePoint Online**.

Contents

Microsoft Graph Global limit

The sum of all requests made to Microsoft Graph cannot exceed this limit.

Request type	Per app across all tenants
Any	130,000 requests per 10 seconds

Cloud communication service limits

(Microsoft Teams)

Resource	Limits per app
Calls	50,000 requests in a 15-second period, per application per tenant
Meeting information	2,000 meetings/user each month
Presence	1,500 requests in a 30-second period, per application per tenant
Virtual event	10,000 requests/app each month

Call records limits

(Microsoft Teams)

Limit type	Limit
Per application for all tenants	15,000 requests per 20 seconds
Per tenant for all applications	10,000 requests per 20 seconds
Per application per tenant	1,500 requests per 20 seconds
Per call record	10 requests per 20 seconds (first page) 50 requests per 5 minutes (subsequent pages)
List call records	15 requests per 20 seconds (first page) 55 requests per 5 minutes (subsequent pages)

PSTN call records limits

(Microsoft Teams)

Limit type	Limit
Per tenant	1,000 requests per 60 seconds
Per application per tenant	200 requests per 60 seconds
Per collection	50 requests per 60 seconds

Files and lists service limits

(SharePoint and OneDrive)

These limits are expressed in Resource Units which are variable depending on the API call being made.

License count	0 – 1k	1k – 5k	5k - 15k	15k - 50k	50k+
App 1 minute	1,200	2,400	3,600	4,800	6,000
App daily	1,200,000	2,400,000	3,600,000	4,800,000	6,000,000

Identity and access reports service limits

(Microsoft Entra ID)

Request type	Limit per app per tenant
Any	Five requests per 10 seconds

Identity and access service limits

(Microsoft Entra ID)

These limits are expressed in Resource Units which are variable depending on the API call being made.

Limit type	Resource unit quota	Write quota
application+tenant pair	S: 3,500 ResourceUnits per 10 seconds M: 5,000 ResourceUnits per 10 seconds L: 8,000 ResourceUnits per 10 seconds	3,000 requests per 2 minutes and 30 seconds
application	150,000 ResourceUnits per 20 seconds	35,000 requests per 5 minutes
tenant	Not Applicable	18,000 requests per 5 minutes

 Note

The application + tenant pair limit varies based on the number of users in the tenant requests are run against. The tenant sizes are defined as follows: S - under 50 users, M - between 50 and 500 users, and L - above 500 users.

Identity and access data policy operation service limits

(Microsoft Entra ID)

Request type	Limit per tenant
POST on exportPersonalData	1,000 requests per day for any subject and 100 per subject per day
Any other request	10,000 requests per hour

Identity protection and conditional access service limits

(Microsoft Entra ID)

Request type	Limit per tenant for all apps
Any	One request per second

Identity providers service limits

(Microsoft Entra ID)

Request type	Limit per tenant for all apps	Limit per app per tenant
Any	300 requests per 1 minute	200 requests per 1 minute

Microsoft Teams service limits

(Microsoft Teams)

Limits are expressed as requests per second (rps).

Teams request type	Limit per app per tenant	Limit per app across all tenants	Limit per app per tenant per resource(chat/channel)
GET team	30 rps	600 rps	
GET channel	30 rps	600 rps	1rps
GET tab for channel, chat	30 rps	600 rps	1rps
GET installedApps for user, team	30 rps	600 rps	
GET installedApps for chat	30 rps	600 rps	1rps
GET appCatalogs	30 rps	600 rps	
POST channel	30 rps	300 rps	1rps

POST tab for channel or chat	30 rps	300 rps	1rps
POST installedApps for chat, user, team	30 rps	300 rps	
POST appCatalogs	30 rps	300 rps	
PATCH team, tab	30 rps	300 rps	
PATCH channel	30 rps	300 rps	1rps
DELETE channel	15 rps	150 rps	1rps
DELETE tab for chat, channel	15 rps	150 rps	1rps
DELETE installedApps for chat, user, team	15 rps	150 rps	
DELETE appCatalogs	15 rps	150 rps	
GET /teams/{team-id}, joinedTeams	30 rps	300 rps	
POST /teams	10 rps	100 rps	
PUT /groups/{team-id}/team	Six rps	150 rps	
POST /{team-id}/ clone	Six rps	150 rps	
GET channel message	20 rps	200 rps	1rps
GET 1:1/group chat message	20 rps	200 rps	1rps
POST channel message	50 rps	500 rps	1rps
POST chat member	30 rps	300 rps	4rpm
Delete chat member	30 rps	300 rps	4rpm
POST 1:1/group chat message	20 rps	200 rps	1rps
GET /teams/{team-id}/schedule and all APIs under this path	30 rps	600 rps	

POST /teams/{team-id}/schedule and all APIs under this path	30 rps	300 rps	
PUT /teams/{team-id}/schedule and all APIs under this path	30 rps	300 rps	
POST /teams/{team-id}/sendActivityNotification	Five rps	50 rps	
POST /chats/{chat-id}/sendActivityNotification	Five rps	50 rps	1rps
POST /users/{user-id}/teamwork/sendActivityNotification	Five rps	50 rps	
POST /teamwork/sendActivityNotificationToRecipients	Two rps	20 rps	
GET /teams/{team-id}/members	60 rps	1200 rps	
POST /teams/{team-id}/members	30 rps	300 rps	4rpm
GET /teams/{team-id}/channels	60 rps	1200 rps	1rps
GET /teams/{team-id}/channels/{channel-id}/members	60 rps	1200 rps	1rps
Get all channel messages for a team GET teams/{team-id}/channels/getAllMessages GET teams/{team-id}/channels/allMessages	200rps	1000rps	

Get all chat messages for a user GET users/{user-id}/chats/getAllMessages GET users/{user-id}/chats/allMessages	200rps	1000rps	
GET /teams/{team-id}/channels/getAllRetainedMessages	200rps	1000rps	
GET /users/{user-id}/chats/getAllRetainedMessages	200rps	1000rps	
Other GET API calls for Microsoft Teams	30 rps	1500 rps	1rps
Other API calls for Microsoft Teams	30 rps	300 rps	1rps

A maximum of four requests per second per app can be issued on a given team.

A maximum of one request per second per app per tenant can be issued on a given channel or chat.

A maximum of one request per second per user can be issued when doing POST message in a given chat or channel (This throttling limit doesn't apply to migration).

A maximum of five requests per second per user can be issued when doing List chats or Get chat or chat:removeAllAccessForUser

Multitenant management service limits

(Microsoft Entra ID)

Expand table

Request type	Limit per tenant for all apps	Limit per app per tenant
POST, PUT, DELETE, PATCH	200 requests per 20 seconds	100 requests per 20 seconds
Any	2000 requests per 20 seconds	1000 requests per 20 seconds

Outlook service limits

(Microsoft Exchange)

Outlook service limits apply to the public cloud and [national cloud deployments](#).

Limits per mailbox

The Outlook service applies limits to each app ID and mailbox combination - that is, a specific app accessing a specific user or group mailbox. Exceeding the limit for one mailbox doesn't affect the ability of the application to access another mailbox.

Limit	Applies to
10,000 API requests in a 10 minute period	v1.0 and beta endpoints
Four concurrent requests	v1.0 and beta endpoints
150 megabytes (MB) upload (PATCH, POST, PUT) in a 5-minute period	v1.0 and beta endpoints

Subscription service limits

Subscriptions is a resource used across Microsoft Graph areas and is commonly used in any application that needs to be notified of new content being added in Microsoft 365 (Teams, Exchange, SharePoint, OneDrive, etc…).

Request type	Limit per app for all tenants	Limit per app per tenant
POST, PUT, DELETE, PATCH	2000 requests per 20 seconds	500 requests per 20 seconds
POST /reauthorize subscription by ID	4000 requests per 20 seconds	1000 requests per 20 seconds

GET Subscription by Id	2000 requests per 20 seconds	500 requests per 20 seconds
GET Subscription List	40 requests per 20 seconds	25 requests per 20 seconds

Annex 3

Microsoft APIs Terms of Use

By accessing or using Microsoft APIs, including within a software application, website, tool, service, or product you create or offer to Customers (your "**Application**"), you are agreeing to these terms and to comply with any accompanying documentation that applies to your use of the Microsoft APIs ("**API Terms**") with Microsoft Corporation ("**Microsoft**", "**we**", "**us**", or "**our**"). You represent and warrant to us that you have the authority to accept these API Terms on behalf of yourself, a company, and/or other entity, as applicable. We may change, amend or terminate these API Terms at any time. **Your use of the Microsoft APIs after any change or amendment means you agree to the new API Terms. If you do not agree to the new API Terms or if we terminate these API Terms, you must stop using the Microsoft APIs.**

1. Defined Terms

a) "**Customer(s)**" means the licensee of a Microsoft online service ("**Microsoft Offering**") and if the licensee is an organization, includes their administrators and end users.

b) "**Microsoft APIs**" means (i) any form of machine accessible application programming interface that Microsoft makes available which provides access to a Microsoft Offering, including all associated tools, elements, components and executables therein, (ii) any Microsoft sample code that enables interactions with a Microsoft Offering, and (iii) documentation that Microsoft makes available to help enable your access to the Microsoft APIs.

c) "**Microsoft email protocols and APIs**" may include and means IMAP, POP, MAPI, RPC over HTTP, Outlook REST API, Outlook APIs in Microsoft Graph API, Exchange Web Services ("EWS"), Exchange Active Sync ("EAS"), Exchange Management Shell and any Exchange online APIs in the Microsoft APIs, individually or in any combination, when used to provide access to a Microsoft Offering.

d) The Microsoft APIs include:

1. the Microsoft Graph API (documented, for example, at https://learn.microsoft.com/graph);

2. any other Microsoft APIs that enable access to data in Azure Active Directory;

3. any other Microsoft APIs that enable access to data in services that are part of Office 365 (including, but not limited to, Office 365 Services, Office 365 Business, Office 365 Business Premium, Office 365 Business Essentials, Office 365 Home, and Office 365 Personal), including, for example, all APIs in the following services:

   a. Office 365: Outlook/Exchange, SharePoint, OneDrive, Microsoft Teams, Excel, OneNote, Project Online, Microsoft Planner, Microsoft Kaizala Pro, and Yammer; and

   b. Office 365 for Education;

4. Any other Microsoft APIs that enable access to data in services that are part of Outlook.com, OneDrive.com, and Yammer;

5. Microsoft email protocols and APIs;

6. any other Microsoft APIs that enable access to data in Microsoft Intune®; and

7. any other Microsoft APIs that enable access to data from Project Rome services, including, but not limited to: user activities, notifications, device relay and share (documented, for example, at https://learn.microsoft.com/windows/project-rome/).

2. Scope and Application Registration

a) These API Terms govern your use of Microsoft APIs except:

1. if you have entered into another agreement with Microsoft that expressly supersedes these API Terms and governs your use of specific Microsoft APIs, or

2. for any APIs other than the APIs listed in section 1.d) of these terms, if you access APIs that present accompanying terms ("**Accompanying Terms**") and you have accepted those Accompanying Terms, then those Accompanying Terms will apply to your access of those APIs.

b) Registration for your Application may be required pursuant to documentation. If registration is required, you must register your Application with Microsoft. Your registration must be accurate and kept up-to-date by you at all times. Once you have successfully registered an Application, you will be given access credentials for your Application. "**Access Credentials**" means the necessary security keys, secrets, tokens, and other credentials to access the Microsoft APIs. The Access Credentials enable us to associate your Application with your use of the Microsoft APIs. All activities that occur using your Access Credentials are your responsibility. Access Credentials are non-transferable and non-assignable. Keep them secret. Do not try to circumvent them.

3. Microsoft APIs License and Guidelines

a) **Microsoft APIs License** Subject to your compliance with all of the API Terms, Microsoft grants you a limited, non-exclusive, non-assignable, non-transferable, revocable license to use the Microsoft APIs to develop, test, and support your Application, and allow Customers to use your integration of the Microsoft APIs within your Application. You may use the Microsoft APIs only as expressly permitted in these API Terms. Violation of these API Terms may result in the suspension or termination of your use of the Microsoft APIs.

b) **Microsoft APIs Guidelines**

You may NOT:

1. Use the Microsoft APIs in a way that could impair, harm or damage Microsoft, the Microsoft APIs, any Microsoft Offering, or anyone's use of the Microsoft APIs or any Microsoft Offerings;

2. Use the Microsoft APIs to disrupt, interfere with, or attempt to gain unauthorized access to services, servers, devices, or networks connected to or which can be accessed via the Microsoft APIs;

3. Use the Microsoft APIs, or any information accessed or obtained using the Microsoft APIs, for the purpose of migrating Customers away from a Microsoft Offering unless approved by Customers;

4. Scrape, build databases or otherwise create copies of any data accessed or obtained using the Microsoft APIs, except as necessary to enable an intended usage scenario for your Application;

5. Request from the Microsoft APIs more than the minimum amount of data, or more than the minimum permissions to the types of data, that your Application needs for Customers to use the intended functionality of your Application;

6. Use an unreasonable amount of bandwidth, or adversely impact the stability of the Microsoft APIs or the behavior of other apps using the Microsoft APIs;

7. Attempt to circumvent the limitations Microsoft sets on your use of the Microsoft APIs. Microsoft sets and enforces limits on your use of the Microsoft APIs (*e.g.*, limiting the number of API requests that you may make or the number of users you may serve), in its sole discretion;

8. Use Microsoft APIs in any manner that works around any technical limitations of the Microsoft APIs or of the accessed Microsoft Offering, or reverse engineer, decompile or disassemble the Microsoft APIs, except and only to the extent that applicable law expressly permits, despite this limitation;

9. Use the Microsoft APIs, or any data obtained using the Microsoft APIs, to conduct performance testing of a Microsoft Offering unless expressly permitted by Microsoft pursuant to a duly executed written agreement;

10. Use the Microsoft APIs, or any data obtained using the Microsoft APIs, to identify, exploit or publicly disclose any potential security vulnerabilities;

11. Request, use or make available any data obtained using the Microsoft APIs outside any permissions expressly granted by Customers in connection with using your Application;

12. Use or transfer any data accessed or obtained using the Microsoft APIs, including any data aggregated, anonymized or derived from that data (collectively the "Microsoft APIs Data") for advertising or marketing purposes including (i) targeting ads, or (ii) serving ads. For purposes of clarity, this prohibition on using Microsoft APIs Data for advertising or marketing purposes does not extend to using other data, such as (i) the number of users of your Application, (ii) a user identifier you independently receive from a user (*e.g.*, an email address you receive when a user enrolls to use your Application, a device identifier, or an advertising identifier), or (iii) a product or service identifier that identifies a Microsoft Offering;

13. Make your Application available for use in a manner that circumvents the need for users to obtain a valid license to the Microsoft application or service that is accessed through the Microsoft APIs;

14. Redistribute or resell, or sublicense access to, the Microsoft APIs, any data obtained using the Microsoft APIs, or any other Microsoft Offering accessed through the Microsoft APIs; or

15. Misrepresent expressly, by omission, or implication, the need for users to obtain a valid license to the Microsoft application or service that is accessed through the Microsoft APIs;

16. Falsify or alter any unique referral identifier in, or assigned to an Application, or otherwise obscure or alter the source of queries coming from an Application to hide a violation of this agreement; or

17. Use the Microsoft APIs or allow any user to use the Application in a way that violates applicable law, including:

    a. Illegal activities, such as child pornography, gambling, piracy, violating copyright, trademark or other intellectual property laws.

    b. Intending to exploit minors in any way.

    c. Accessing or authorizing anyone to access the Microsoft APIs from an embargoed country as prohibited by the U.S. government.

    d. Threatening, stalking, defaming, defrauding, degrading, victimizing or intimidating anyone for any reason.

    e. Violating applicable privacy laws and regulations.

18. Use the Microsoft APIs in a way that could create, in Microsoft's sole discretion and judgment, an unreasonable risk to Customers from a security or privacy perspective.

c) **Accessing the Exchange and Outlook Services through Microsoft email protocols and APIs**

Unless you have use permissions expressly and specifically granted by Customers in connection with using your Application, you may not use Microsoft email protocols and APIs for any purpose other than:

1. syncing email messages, calendar events, and contacts, or

2. backing up email messages, calendar events, and contacts.

d) **Accessing the Microsoft Intune Service through a Microsoft API**

When your Application or services access an Intune API in Microsoft Graph using a Post command, for example, such as documented at https://learn.microsoft.com/graph, you must include:

1. In your Application and services' license terms, a statement that certain functionalities are enabled by accessing Microsoft Intune® through the Microsoft API and use of your Application and accompanying services does not remove the need for users to have a valid license for their use of the Microsoft Intune® service.

2. In your Application and services' marketing material and product documentation that references functionality enabled by your Application or service's access to Microsoft Intune® through the Microsoft API:

a. The attribution "Microsoft Intune® App Protection Policies" displayed in a manner consistent with the **Microsoft Trademark & Brand Guidelines**, and

b. A statement that use of your Application and services does not remove the need for users to maintain a valid license for their use of the Microsoft Intune® service.

3. In your Application's user interface or console that displays commands for functionality enabled by the Microsoft API for Intune, include the attribution "Microsoft Intune® App Protection Policies" in a conspicuous place on the console or UI. The attribution must be in a manner consistent with the **Microsoft Trademark & Brand Guidelines**.

e) **Accessing Microsoft OneDrive through a Microsoft API**

When your Application or services access a Microsoft API for Microsoft OneDrive, other than the work files of a user or work files created on behalf of a user, you may not enable storage of system data in Microsoft OneDrive, the systems data including (i) computer system back-up data, (ii) team, organization, or departmental level data, or (iii) data related to any assignment of a per user license to a team, organization, department, or other non-human entity. Such systems data can be stored in Microsoft SharePoint shared libraries, which is a solution for more advanced content management and collaboration, including storing and managing files, communications, and intranet sites across a team or organization.

f) **Accessing the Microsoft Yammer Service through a Microsoft API**

When your Application or services access a Microsoft API for Yammer, you must adhere to the following requirements:

1. **Contact and Cooperation**. You (or the name of the contact you gave to Microsoft when you applied for your application key if it's not you) must be reachable at all times for privacy and security questions or concerns. You can change this name or contact by signing up for a new application key, and providing the correct contact information and using the new application key instead.

2. **Reporting**. In addition to the vulnerabilities and data breach requirements of section **4. Security**, you must promptly report any security deficiencies in or intrusions to your Application or services systems that you discover to Microsoft in writing via email to api@yammer-inc.com. You will work with Microsoft to immediately correct any security deficiency and will disconnect immediately any intrusions or intruder. In the event of any such security deficiency or intrusion, you will make no public statements (*e.g.*, press, blogs, social media, bulletin boards, etc.) without prior written and express permission from Microsoft in each instance.

3. **Branding**. If your product or service uses or is based upon accessing the Microsoft Yammer service through a Microsoft API, and you wish to include Yammer branding or logos, please contact us at api@yammer-inc.com. Absent express written permission from us, you may not use Yammer branding, except as outlined in section 3. f) 4. below.

4. **Attribution**. The images provided to you through the accessing the Microsoft Yammer service through a Microsoft API may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of Microsoft and its partners. You may not delete or in any manner alter these trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You agree to maintain, and not to remove, modify, obscure or alter, any link or notices appearing on any image provided through the Service.

4. Security

You warrant that your Application has been developed to operate with Microsoft API content in a secure manner. Your network, operating system and the software of your servers, databases, and computer systems (collectively, "**Systems**") must be properly configured to securely operate your Application and store content collected through your Application (including the Microsoft API content). Your Application must use reasonable security measures to protect the private data of your users.

We may use technology to detect, prevent or limit the impact of any issues caused by your Application (before, after, or instead of suspension of your access). This may include, for example, (i) filtering to stop spam, (ii) performing security or privacy monitoring regarding scraping, denial of service attacks, user impersonation, application impersonation, or illicit consent grant(s), or (iii) limiting or terminating your access to the Microsoft APIs.

You will permit Microsoft reasonable access to your Application for purposes of monitoring compliance with these API Terms. You will respond to any questions by Microsoft about your compliance with these API Terms.

Without limiting the foregoing, upon request by Microsoft, you will provide us (or an independent auditor acting on our behalf) with up to two full-feature client account-level instances to access your Application (and/or other materials relating to your use of the API) as reasonably requested by us to verify your compliance with these API Terms (including, in particular, your security and privacy obligations under these API Terms).

We may restrict or terminate access to the APIs or perform an audit (including by hiring an independent auditor acting on our behalf) of your Application if you fail to provide adequate information and materials (including up to two full-featured instances of your Application) to verify your compliance with these Terms.

You must have a process to respond to any vulnerabilities in your Application, and in the case of any vulnerabilities related to your Application's connection to the Microsoft APIs discovered by you or reported to you by a third party, you agree that you will provide vulnerability details to the Microsoft Security Response Center (secure@microsoft.com).

In the event of a data breach by you resulting from any aspect of the Microsoft APIs involving your Application or any data collected through your Application, you will promptly contact the Microsoft Security Response Center (secure@microsoft.com) and provide details of the data breach. You agree to

refrain from making public statements (*e.g.*, press, blogs, social media, bulletin boards, etc.) without prior written and express permission from Microsoft in each instance as it relates to the Microsoft APIs.

The rights and requirements of this section -- **4. Security** -- will survive for five (5) years following any termination of these API Terms.

5. Your Compliance with Applicable Privacy and Data Protection Laws

You must comply with all laws and regulations applicable to your use of the data accessed through the Microsoft APIs, including without limitation laws related to privacy, biometric data, data protection and confidentiality of communications. Your use of the Microsoft APIs is conditioned upon implementing and maintaining appropriate protections and measures for your service and Application, and that includes your responsibility to the data obtained through the use of the Microsoft APIs. For the data you obtained through the Microsoft APIs, you must:

a) obtain all necessary consents before processing data and obtain additional consent if the processing changes ("**Data Access Consents**"),

b) In the event you're storing data locally, ensure that data is kept up to date and implement corrections, restrictions to data, or the deletion of data as reflected in the data obtained through your use of the Microsoft APIs,

c) implement proper retention and deletion policies, including deleting all data when your user abandons your Application, uninstalls your Application, closes its account with you, or abandons the account,

d) maintain and comply with a written statement available to Customers and users that describes your privacy practices regarding data and information you collect and use ("**Your Privacy Statement**"), and that statement must be as protective as the Microsoft Privacy Statement, and

e) When your Application allows end users to sign in with a Microsoft account and Microsoft is not providing the user interface for the sign in, your Privacy Statement must provide a link to https://account.live.com/consent/Manage and/or https://myapps.microsoft.com, or such other location(s) as we may specify from time to time, with a clear indication that Customers and end users can go to the Microsoft site(s) to revoke Data Access Consents at any time. If Customers or end users must take additional steps to disable your Application's access to Customer or end user data, then Your Privacy Statement must clearly indicate to Customers and end users the additional steps required to disable access.

Nothing in the Agreement shall be construed as creating a joint controller or processor-subprocessor relationship between you and Microsoft.

6. Changes to the Microsoft APIs and API Terms

WE MAY CHANGE OR DISCONTINUE THE AVAILABILITY OF SOME OR ALL OF THE MICROSOFT APIs AT ANY TIME FOR ANY REASON WITH OR WITHOUT NOTICE. Such changes may include, without limitation, removing or limiting access to specific API(s), requiring fees or setting and enforcing limits on your use of additions to the Microsoft APIs. We may also impose limits on certain features and services or restrict your access to some or all of the Microsoft APIs. We may release subsequent versions of the Microsoft APIs and require that you use those subsequent versions, at your sole cost and expense.

Any version of the Microsoft APIs designated as "preview", "pre-release" or "beta" ("**Preview API**"), may not work in the same way as a final version. We may change or not release a final or commercial version of a Preview API in our sole discretion.

WE MAY MODIFY THESE API TERMS AT ANY TIME, WITH OR WITHOUT PRIOR NOTICE TO YOU. YOUR CONTINUED USE OF THE MICROSOFT APIs FOLLOWING THE RELEASE OF A SUBSEQUENT VERSION OF THESE API TERMS WILL BE DEEMED YOUR ACCEPTANCE OF ANY MODIFICATIONS TO THESE API TERMS.

7. Feedback

If you give feedback about the Microsoft APIs to Microsoft, you give to Microsoft, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because Microsoft includes your feedback in them. These rights survive these API Terms.

8. Confidentiality

You may be given access to certain non-public information, software, and specifications relating to the Microsoft APIs ("**Confidential Information**"), which is confidential and proprietary to Microsoft. You may use Confidential Information only as necessary in exercising your rights granted under these API Terms. You may not disclose any Confidential Information to any third party without Microsoft's prior written consent. You agree that you will protect any Confidential Information from unauthorized use, access, or disclosure in the same manner that you would use to protect your own confidential and proprietary information.

9. Disclaimer of Warranties, Limitation of Liability and Indemnity

a) **Disclaimer of Warranties**

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE MICROSOFT APIs. YOU UNDERSTAND THAT USE OF THE MICROSOFT APIs IS AT YOUR OWN RISK AND THAT WE PROVIDE THE MICROSOFT APIs ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE" TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE API TERMS ARE INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. WE DO NOT GUARANTEE THE MICROSOFT APIs WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE

MICROSOFT APIs MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. WE DISCLAIM ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION, ERRORS IN FUNCTIONING, OR THAT DATA LOSS WILL NOT OCCUR.

b) **Limitation of Liability**

IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING BREACH OF THESE API TERMS), YOU AGREE THAT YOUR EXCLUSIVE REMEDY IS TO RECOVER, FROM MICROSOFT OR ANY AFFILIATES, RESELLERS, DISTRIBUTORS, SUPPLIERS (AND RESPECTIVE EMPLOYEES, SHAREHOLDERS, OR DIRECTORS) AND VENDORS, ONLY DIRECT DAMAGES UP TO USD $5.00 COLLECTIVELY. YOU CAN'T RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, DIRECT, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE. These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to any claims related to these API Terms or your use of the Microsoft APIs.

c) **Indemnification**

You will defend, hold harmless, and indemnify Microsoft from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, and reasonable attorney fees, to the extent resulting from, alleged to have resulted from, or in connection with your breach of the obligations herein or infringement of Microsoft's or third party's intellectual property.

d) **No Injunctive Relief**

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Microsoft APIs, content or other material used or displayed through the current Microsoft website or successor site.

e) **No Third-Party Beneficiaries**

There are no third-party beneficiaries to this Agreement.

10. Termination

a) We may suspend or immediately terminate these API Terms, any rights granted herein, and/or your license to the Microsoft APIs, in our sole discretion at any time, for any reason. You may terminate these API Terms at any time by ceasing your access to the Microsoft APIs.

b) Upon termination, all licenses granted herein immediately expire and you must cease use of the Microsoft APIs. You must also comply with Customer's instruction to return or delete any data accessed or obtained through the Microsoft APIs, unless expressly permitted by Microsoft or prohibited by law. Neither party will be liable to the other for any damages resulting solely from termination of these API Terms.

11. General Terms

a) **Applicable Law**

1. **United States**. If you reside in the United States, Washington state law governs the interpretation of these API Terms and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

2. **Outside the United States**. If you reside in any other country, the laws of that country apply.

b) **Support**. Because the Microsoft APIs are provided "as is," we may not provide support services for them. You are solely responsible for the quality of your Application and providing support for your Application.

c) **Assignment and Delegation**. You may not assign or delegate any rights or obligations under these API Terms, including in connection with a change of control. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under these API Terms, fully or partially without notice to you.

d) **Reservation of Rights**. All rights not expressly granted herein are reserved by Microsoft. You acknowledge that all intellectual property rights within the Microsoft APIs remain the property of Microsoft and nothing within these API Terms will act to transfer any of these intellectual property rights to you.

e) **Microsoft and you are independent contractors**. Nothing in this Agreement shall be construed as creating an employer-employee relationship, processor-subprocessor relationship, a partnership, or a joint venture between the parties.

f) **No Waiver**. Either party's failure to act with respect to a breach of these API Terms does not waive either party's right to act with respect to that breach or subsequent similar or other breaches.

g) **Survival**. Sections of these API Terms that, by their terms, require performance after the termination or expiration of these API Terms will survive, such as, for example, the rights and requirements of section **4. Security**.

h) **Modifications**. We may modify these API Terms at any time with or without individual notice to you. Any modifications will be effective upon your continued use of the Microsoft APIs.

i) **Entire Agreement**. These API Terms and any documents incorporated into these API Terms by reference, constitute the entire agreement between you and us regarding the Microsoft APIs and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these API Terms. If any provision of these API Terms is found to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable to the maximum extent possible.

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT OFFICE JAVASCRIPT (OFFICE.JS) API LIBRARY

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to your use of the software named above, which includes the media on which you received it, if any, and supersede any other agreement referenced in the software that may apply to your use of the software. The terms also apply to any Microsoft

- updates,

- supplements,

- Internet-based services, and

- support services

for this software, unless other terms accompany those items. If so, those terms apply.

By using the software, you accept these terms. If you do not accept them, do not use the software.

YOU MAY USE THE SOFTWARE SOLELY IN APPS DEVELOPED BY YOU THAT INTEROPERATE WITH MICROSOFT 365 PRODUCTS, APPS, AND SERVICES (REFERRED TO AS "AUTHORIZED APPS").

IF YOU RECEIVE THE SOFTWARE AS PART OF OR IN CONNECTION WITH AN APPLICATION DEVELOPED BY A THIRD PARTY, THESE LICENSE TERMS DO NOT APPLY TO YOU. THE LICENSE TERMS APPLICABLE TO THE THIRD PARTY APPLICATION APPLY TO YOUR USE OF THE SOFTWARE.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS. You may install and use any number of copies of the software on your devices to design, develop and test Authorized Apps. You may also use any number of copies of the software as part of the Authorized Apps you develop for your internal business purposes.

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

    i. Distributable Code. The software contains code that you are permitted to distribute (a) as part of the Authorized Apps you develop; or (b) in a stand-alone manner, but for the sole purpose of enabling the use of or updating the Authorized Apps you develop, if you comply with the terms below.

        a. Right to Use and Distribute. "Distributable Code" is code from the Office.JS API Library.

- You may copy and distribute all the code provided in the source code form in the software in its original form.

- Third Party Distribution. You may permit the distributor of the Authorized Apps to copy and distribute the Distributable Code as part of the Authorized Apps, or in a stand-alone manner solely for the purpose of enabling the use of or updating the Authorized Apps.

b. Distribution Requirements. For any Distributable Code you distribute, you must

- add significant primary functionality to it in Authorized Apps;

- distribute the Distributable Code only for use with the Authorized Apps;

- require distributors and external end users to agree to terms that protect it at least as much as this agreement; include in these terms, user interface or documentation, a notice that Microsoft is not responsible for maintaining, updating or supporting the Authorized Apps

- display your valid copyright notice on Authorized Apps; and

- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of Authorized Apps.

c. Distribution Restrictions. You may not

- alter any copyright, trademark or patent notice in the Distributable Code;

- use Microsoft's trademarks in the names of Authorized Apps in a way that suggests Authorized Apps come from or are endorsed by Microsoft;

- include Distributable Code in malicious, deceptive or unlawful programs;

- modify the Distributable Code; or

- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that

  - the code be disclosed or distributed in source code form; or

  - others have the right to modify it.

3. PRE-RELEASE SOFTWARE. If you are using a pre-release or beta version of the software, the terms of this section also apply to the pre-release or beta software:

i. The software is a pre-release version and is provided "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." It may not operate correctly, and it may be different from the commercially released version.

ii. Confidential Information. The software, including its user interface, features and documentation, is confidential and proprietary to Microsoft and its suppliers.

    a. Use. For five years after installation of the software or its commercial release, whichever is first, you may not disclose confidential information to third parties. You may disclose confidential information only to your employees and consultants who need to know the information. You must have written agreements with them that protect the confidential information at least as much as this agreement.

    b. Survival. Your duty to protect confidential information survives this agreement.

    c. Exclusions. You may disclose confidential information in response to a judicial or governmental order. You must first give written notice to Microsoft to allow it to seek a protective order or otherwise protect the information. Confidential information does not include information that:

- becomes publicly known through no wrongful act;

- you received from a third party who did not breach confidentiality obligations to Microsoft or its suppliers; or

- you developed independently.

4. FEEDBACK. If you give feedback about the software to Microsoft, you give to Microsoft, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You also give to third parties, without charge, any patent rights needed for their products, technologies and services to use or interface with any specific parts of a Microsoft software or service that includes the feedback. You will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because we include your feedback in them. These rights survive this agreement.

5. SCOPE OF LICENSE. You may only use the software in Authorized Apps. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;

- use the software in any way that intentionally harms services provided by Microsoft or impairs anyone else's use of such services;

- o use the software to try to gain unauthorized access to any service, data, account or network by any means;

- o make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

- o publish the software for others to copy; or

- o rent, lease or lend the software.

6. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.

7. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

8. TRANSFER TO A THIRD PARTY. The first user of the software may transfer it and this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.

9. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

10. SUPPORT SERVICES. Because this software is "as is," we will not provide support services for it.

11. ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

12. APPLICABLE LAW.

    i. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

    ii. Outside the United States. If you acquired the software in any other country, the laws of that country apply.

13. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

14. DISCLAIMER OF WARRANTY. The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

15. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to U.S. $5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages. This limitation applies to

   o   anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and

   o   claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

Annex 4(a) – Example Outlook Add-In Integration

Outlook Toolbar Before Installing ISV Add-In:
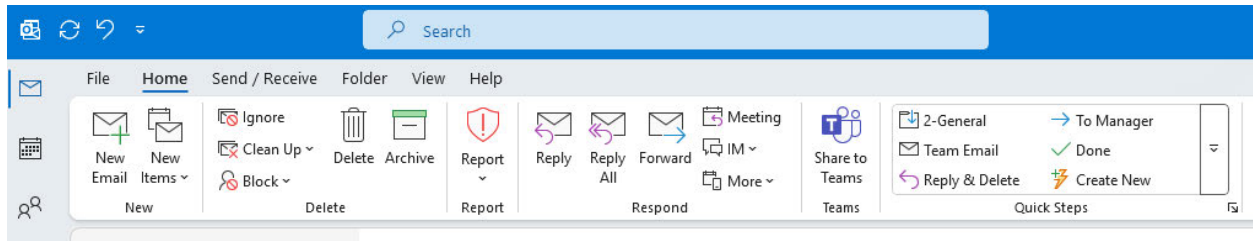
Outlook Toolbar After Installing ISV Add-In:
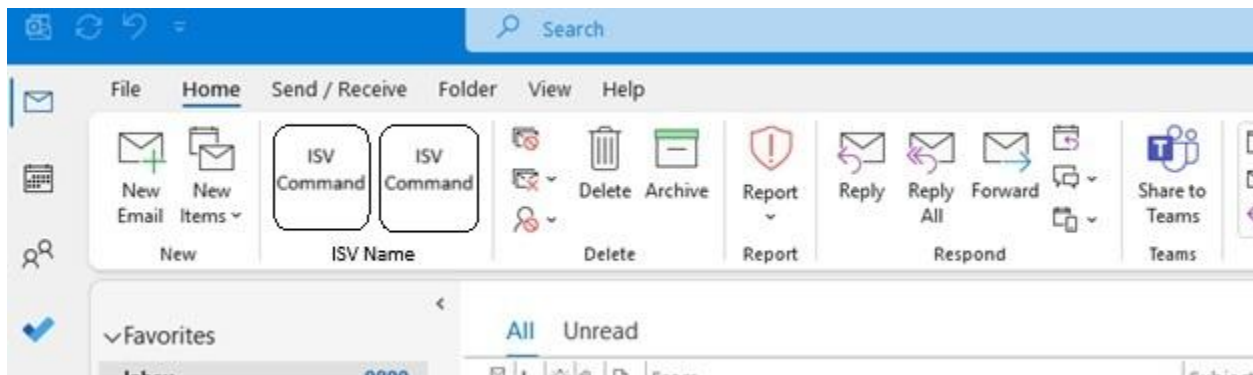
Annex 5: Fast-Track Dispute Resolution Procedure

(1)   A Teams Competitor that wishes to avail itself of the fast track dispute resolution procedure (the "DR Requester") shall inform Microsoft and raise it with the Monitoring Trustee for mediation in writing, as provided in Paragraph 16 of the Commitments, setting out in detail the reasons leading the DR Requester to believe that Microsoft is failing to comply with the requirements of the Commitments. The DR Requester and Microsoft will use best efforts to resolve all differences of opinion and to settle all disputes that may arise within a reasonable period of time not exceeding fifteen working days (such period being extendable by mutual consent of Microsoft and the DR Requester) after receipt of the Request.

(2)   Following the explicit written request by the DR Requester, the Monitoring Trustee shall begin. The Monitoring Trustee shall present its own proposal (the "Trustee Proposal") for resolving the dispute within eight working days, specifying in writing the action, if any, to be taken by Microsoft in order to ensure compliance with the Commitments *vis-à- vis* the DR Requester and be prepared, if requested, to facilitate the settlement of the dispute. Microsoft shall confirm in writing within five (5) working days if it agrees to make the required changes.

(3)   Should the DR Requester and Microsoft (together, the "Parties to the Arbitration") fail to resolve their differences of opinion in the mediation, the DR Requester may serve a notice (the "Notice"), in the sense of a request for arbitration, to the International Chamber of Commerce (hereinafter the "Arbitral Institution"), with a copy of such Notice and request for arbitration to Microsoft.

(4)   The Notice shall set out in detail the dispute, difference or claim (the "Dispute") and shall contain, *inter alia*, all issues of both fact and law, including any suggestions as to the procedure, and all documents relied upon shall be attached, *e.g.*, documents, agreements, expert reports, and witness statements. The Notice shall also contain a detailed description of the action to be undertaken by Microsoft (including, if appropriate, a draft contract comprising all relevant terms and conditions) and the Trustee Proposal, including a comment as to its appropriateness.

(5)   Microsoft shall, within ten working days from receipt of the Notice, submit its answer (the "Answer"), which shall provide detailed reasons for its conduct and set out, *inter alia*, all issues of both fact and law, including any suggestions as to the procedure, and all documents relied upon, *e.g.*, documents, agreements, expert reports, and witness statements. The Answer shall, if appropriate, contain a detailed description of the action which Microsoft proposes to undertake *vis-à-vis* the DR Requester (including, if appropriate, a draft contract comprising all relevant terms and conditions) and the Trustee Proposal (if not already submitted), including a comment as to its appropriateness.

Appointment of the Arbitrators

(6)   The Arbitral Tribunal shall consist of three persons. The DR Requester shall nominate its arbitrator in the Notice; Microsoft shall nominate its arbitrator in the Answer. The arbitrator nominated by the DR Requester and by Microsoft shall, within five working days of the nomination of the latter, nominate the chairman, making such nomination known to the parties and the Arbitral Institution which shall forthwith confirm the appointment of all three arbitrators.

(7)   Should Microsoft fail to nominate an arbitrator, or if the two arbitrators fail to agree on the chairman, the default appointment(s) shall be made by the Arbitral Institution.

(8)   The three-person arbitral tribunal is herein referred to as the "Arbitral Tribunal".

Arbitration Procedure

(9)   The Dispute shall be finally resolved by arbitration under the ICC Rules of Arbitration, with such modifications or adaptations as foreseen herein or necessary under the circumstances (the "Rules"). The arbitration shall be conducted in Brussels , Belgium, in the English language. For good cause, any Party may apply to the Arbitral Institution (or Arbitral Tribunal as may be appropriate) for an extension of the timelines provided in this Annex.

(10)   The procedure shall be a fast-track procedure. For this purpose, the Arbitral Tribunal shall shorten all applicable procedural time-limits under the Rules as far as admissible and appropriate in the

circumstances. The Parties to the Arbitration shall consent to the use of e-mail for the exchange of documents.

(11) The Arbitral Tribunal shall, as soon as practical after the confirmation of the Arbitral Tribunal, hold an organizational conference to discuss any procedural issues with the Parties to the Arbitration. Terms of Reference shall be drawn up and signed by the Parties to the Arbitration and the Arbitral Tribunal at the organizational meeting or thereafter and a procedural time-table shall be established by the Arbitral Tribunal. An oral hearing shall, as a rule, be established within two months of the confirmation of the Arbitral Tribunal.

(12) In order to enable the Arbitral Tribunal to reach a decision, it shall be entitled to request any relevant information from the Parties to the Arbitration, to appoint experts and to examine them at the hearing, and to establish the facts by all appropriate means. The Arbitral Tribunal is also entitled to ask for assistance by the Monitoring Trustee in all stages of the procedure if the Parties to the Arbitration agree.

(13) The Arbitral Tribunal shall not disclose confidential information and apply the standards attributable to confidential information under Regulation 1/2003. The Arbitral Tribunal may take the measures necessary for protecting confidential information in particular by restricting access to confidential information to the Arbitral Tribunal, the Monitoring Trustee, the Commission and outside counsel and experts of the opposing party.

(14) The burden of proof in any dispute under these Rules shall be borne as follows: (i) the DR Requester must produce evidence of a prima facie case and (ii) if the DR Requester produces evidence of a prima facie case, the Arbitral Tribunal must find in favor of the DR Requester unless Microsoft can produce evidence to the contrary. If Microsoft produces such evidence, the Arbitral Tribunal may find in favour of the DR Requester only if the DR Requester has proven its case by a preponderance of the evidence.

Involvement of the Commission

(15) The Commission shall be allowed and enabled to participate in all stages of the procedure by:

a. Receiving all written submissions (including documents and reports, *etc.*) made by the Parties to the Arbitration;

b. Receiving all orders, interim and final awards and other documents exchanged by the Arbitral Tribunal with the Parties to the Arbitration (including Terms of Reference and procedural time-table);

c. Giving the Commission the opportunity to file *amicus curiae* briefs;

d. Being present at the hearing(s) and with the permission of the Arbitral Tribunal, it may also make oral observations; and

e. Such other ways as the Arbitral Tribunal may deem appropriate*.*

(16) The Arbitral Tribunal shall forward, or shall order the Parties to the Arbitration to forward, the documents mentioned to the Commission without delay. In the event of disagreement between the Parties to the Arbitration regarding the interpretation of the Commitments, the Arbitral Tribunal may seek the Commission's interpretation of the Commitments before finding in favour of any Party to the Arbitration. If the Commission offers an interpretation, the Arbitral Tribunal shall not be bound by it.

Decisions of the Arbitral Tribunal

(17) The Arbitral Tribunal shall decide the dispute on the basis of the Commitments and the Decision. Issues not covered by the Commitments and the Decision shall be decided (in the order as stated) by reference to EU law and general principles of law common to the legal orders of the Member States without a requirement to apply a particular national system. The Arbitral Tribunal shall take all decisions by majority vote.

(18) Upon request of the DR Requester, the Arbitral Tribunal may make a preliminary ruling on the Dispute. The preliminary ruling shall be rendered within one month after the confirmation of the Arbitral Tribunal, shall be applicable immediately and, as a rule, remain in force until a final decision is rendered.

(19) The Arbitral Tribunal shall, in the preliminary ruling as well as in the final award, specify the action, if any, to be taken by Microsoft in order to comply with the Commitments *vis-à-vis* the DR

Requester (*e.g.*, specify a contract including all relevant terms and conditions). The final award shall be final and binding on the Parties to the Arbitration and shall resolve the Dispute and determine any and all claims, motions or requests submitted to the Arbitral Tribunal. The arbitral award shall also determine the reimbursement of the costs of the successful party and the allocation of the arbitration costs. Costs of the arbitration shall in principle be borne by the unsuccessful party though other relevant factors can be taken into account as well (such as the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner). In case of granting a preliminary ruling or if otherwise appropriate, the Arbitral Tribunal shall specify that terms and conditions determined in the final award apply retroactively.

(20)   The final award shall, as a rule, be rendered within six months after the confirmation of the Arbitral Tribunal. The time-frame shall, in any case, be extended by the time the Commission takes to submit an interpretation of the Commitments if asked by the Arbitral Tribunal.

(21)   The Parties to the Arbitration shall prepare a non-confidential version of the final award, without business secrets. The Commission may publish the non-confidential version of the award.

(22)   Nothing in the arbitration procedure shall affect the power to the Commission to take decisions in relation to the Commitments in accordance with its powers under EU law.