

**WARRANTY AGREEMENT  
(PROTOCOLS, STANDARDS, AND FORMATS)**

This **Warranty Agreement (Protocols, Standards, and Formats)** (the “**Agreement**”) is entered into between Microsoft Corporation, a Washington corporation, with offices at One Microsoft Way, Redmond, Washington 98052-6399 U.S.A. (“**Microsoft**”), and the company identified below (“**Company**”), effective as of the date it has been signed on behalf of both parties (the “**Effective Date**”).

Company Full Legal Name: Type of Legal Entity (corporation, company, partnership, sole proprietorship or other): Street Address: City, State (or equivalent), Country and Postal Code: Company Contact Name: Phone Number: E-mail Address for Notices:
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**Recitals**

- (1) Whereas, the parties desire that Company’s software products be able to interoperate with certain specified Microsoft products (Covered Products) on an equal footing with and to the same degree that Microsoft’s own software products interoperate with those specified Microsoft products; and
- (2) Whereas, Company does not desire to receive any information that could be used to clone or port Microsoft products in whole or in part.

**Agreement**

Company and Microsoft agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement have the meaning given in Exhibit A.
2. **Microsoft Commitments.**
  - 2.1. Test Suites and Marketing.
    - (a) Test Suite. Microsoft will provide Company with access to Microsoft’s own tests and tools that Microsoft uses to test interoperability of its products with the applicable Covered Products (“**Test Suite**”) for Company’s use in verifying that Implementations can interoperate with the applicable Covered Products using the Interoperability Information in the same way that the applicable Microsoft products use the Interoperability Information to interoperate with the Covered Products. Microsoft will make the Test Suite available to Company at no charge for Company’s use on its own premises or (where impractical) in Microsoft’s interoperability lab.
    - (b) Marketing.
      - (i) Company may use a mutually agreed tagline to market any products containing Implementations that have passed the Test Suite.
      - (ii) At Company’s option, Microsoft will list any such Company products on a web page that is linked to from the <http://www.microsoft.com/en-us/openness/default.aspx#home> web page (or its successor).
      - (iii) At Company’s option, Microsoft will work with Company to develop case studies or similar materials describing the interoperability between such Company products and the applicable Covered Products.
  - 2.2. Support and Executive Discussion. Microsoft will provide extensive support resources for software developers that wish to create Implementations for purposes of interoperating with Covered Product(s). These support resources include free and unlimited managed technical support coordinated through a Microsoft Technical Account Manager (“**TAM**”). Company acknowledges that successful development of Implementations may require that Company engage with these support resources in addition to using the Technical Documentation as published by Microsoft. If any issue(s)

arise during the course of Company's work to implement the Covered Protocol(s), Covered Standards, Binary File Format(s), or XAML using the applicable Technical Documentation (including any issues related to use of the Test Suite on Implementations), Company may engage with Microsoft support resources and executives in order to resolve the issue(s) as follows:

- (a) To obtain TAM support for a particular issue, Company will use the form in Exhibit B to provide a written statement of the issue(s) and the impact that the issue(s) are having on Company's development of its Implementations. Company will provide the statement using contact information provided by the TAM. The TAM will work to resolve the issue(s) within no later than 60 days following Microsoft's receipt of the submission, unless the parties agree to a different period.
- (b) If the issue(s) are not resolved to Company's reasonable satisfaction within the period described in Section 2.2(a) above, Company may submit the issue(s) for executive discussion by giving notice in accordance with Section 7.1 below and using the form set forth in Exhibit B. The parties will work in good faith to resolve the issue(s) for a period of 20 days following Microsoft's receipt of that notice, unless the parties agree to a different period. Each party will designate an individual holding a title of "Corporate Vice President" or higher as its executive sponsor for the discussion, and make that individual available for at least one in-person meeting with the executive sponsor for the other party.

For the avoidance of doubt, TAM support provided with respect to the Covered Standards is intended to facilitate Company's understanding of Microsoft's particular implementation of such Covered Standards in the applicable Covered Products to the extent reflected in the Standards Documentation provided by Microsoft. The parties acknowledge and agree that the applicable standards development organization maintains and is responsible for the accuracy and sufficiency of the documentation of Covered Standards as adopted by the applicable standards development organization.

### 3. **Warranties.**

- 3.1. Company Warranty. Company represents, warrants, and undertakes that it is engaged in the development of software that implements one or more Covered Protocols, Covered Standard(s), Binary File Format(s), and/or XAML for purposes of interoperating with one or more Covered Products.
- 3.2. Microsoft Warranties Regarding Protocol Documentation. In light of Recitals 1 and 2, Microsoft represents and warrants and undertakes that:
  - (a) The Protocol Documentation consists of complete and accurate specifications for all of the Covered Protocols;
  - (b) The Protocol Documentation will be provided in an organized manner and in a format suitable for analysis and interpretation by software engineers reasonably skilled in the art of Protocols and familiar with (although not necessarily specialized in) developer technologies for the applicable Covered Products; the Protocol Documentation shall, in accordance with industry practice, clearly identify normative references, changes between different versions of such documentation and which versions of which Protocols are implemented in which versions of Covered Products; and
  - (c) It will provide updated Protocol Documentation corresponding to Updates to and successor versions of the Covered Product(s) in accordance with the timeframes set forth in Section 4.2 below.
- 3.3. Microsoft Warranty Regarding Standards Support and Standards Documentation. In light of Recitals 1 and 2, Microsoft represents and warrants and undertakes that:
  - (a) *Internet Explorer* – Commencing March 31, 2010: (i) Microsoft shall provide complete and accurate Standards Documentation for HTML 4.0, CSS 1.0, and CSS 2.1 and, subject to Section 4.2, Supplemental I.E. Standards, as implemented in Internet Explorer; and (ii) Internet Explorer, as from Internet Explorer version 8, in the default settings shall pass the Acid 2 web

page as it exists as of the Effective Date ([www.webstandards.org/action/acid2](http://www.webstandards.org/action/acid2)) provided such web page has not undergone substantial revision since the date of the Undertaking), and shall pass the conformance test suites provided by W3C for HTML 4.0, CSS 1.0, and CSS 2.1, provided however that if Internet Explorer does not pass a recommended W3C conformance test Microsoft shall provide complete and accurate documentation of the test suite failures and how Microsoft's implementation differs from the standard based on the test suite results; For purposes of this Section 3.3(a)(i), "default settings" means the rendering engine Internet Explorer invokes when first used after installation, provided that during the installation none of the proposed default settings have been altered.

- (b) *Exchange Server and Outlook* – Microsoft shall Support the POP3 Standard, the IMAP4 Standard and the iCalendar Standards in Exchange Server and Outlook and will provide complete and accurate Standards Documentation for these standards;
- (c) *Word, Excel, and PowerPoint*
  - (i) In Service Pack 2 for Office 2007 (“**SP2**”), Microsoft shall Support ODF 1.1, in Word 2007, Excel 2007, and PowerPoint 2007 such that customers who install SP2 have the ability to select ODF 1.1 as an option in the “save as” drop down box and set ODF 1.1 as their default format for those applications;
  - (ii) After the release of SP2, Microsoft shall Support in the latest commercially released major successor version of Word 2007, Excel 2007 and PowerPoint 2007 either (A) ODF 1.1 in the event there is no Qualifying ODF Version, or (B) the latest Qualifying Version, in which case Support shall commence within 9 months of final publication by ISO of such latest Qualifying Version; the existing level of ODF support under (i) above or this subsection (ii), as applicable, shall be maintained over the commercial product lifetime of the then latest commercially released major successor version of Word 2007, Excel 2007 and PowerPoint 2007;
  - (iii) Microsoft shall Support the ECMA 376 Specification in the .docx, .xlsx and .pptx file formats used by Word 2007, Excel 2007, and PowerPoint 2007;
  - (iv) Microsoft shall Support IS 29500 in the .docx, .xlsx and .pptx file formats used by successor versions of Word 2007, Excel 2007, and PowerPoint 2007;
  - (v) Microsoft shall publicly document Additional Information for the ECMA 376 Specification in the .docx, .xlsx and .pptx file formats used by Word 2007, Excel 2007, and PowerPoint 2007;
  - (vi) Microsoft shall publicly document Additional Information for IS 29500 in the .docx, .xlsx and pptx formats used by successor versions of Word 2007, Excel 2007, and PowerPoint 2007; and
  - (vii) Microsoft will provide complete and accurate Standards Documentation for ODF 1.1., Qualifying ODF Versions, the ECMA 376 Specification and IS29500, and Additional Information for the ECMA 376 Specification and Additional Information for IS 29500 in accordance with the obligations set forth in (i)-(vi) above;
- (d) The Standards Documentation will be provided in an organized manner and in a format suitable for analysis and interpretation by software engineers reasonably skilled in the art of the applicable Covered Standard and familiar with (although not necessarily specialized in) developer technologies for the applicable Covered Product(s); and
- (e) It will provide updated Standards Documentation corresponding to Updates to and successor versions of the Covered Product(s) in accordance with the timeframes set forth in Section 4.2 below.

- 3.4. Microsoft Warranty Regarding Binary File Format Documentation and XAML Documentation. In light of Recitals 1 and 2, Microsoft represents and warrants and undertakes that:
- (a) The Binary File Format Documentation consists of complete and accurate specifications for the Binary File Format(s) as implemented by Microsoft in the applicable Covered Product(s);
  - (b) The XAML Documentation consists of complete and accurate specifications for XAML as implemented by Microsoft in the applicable Covered Product(s);
  - (c) The Binary File Format Documentation and XAML Documentation will be provided in an organized manner and in a format suitable for analysis and interpretation by software engineers reasonably skilled in the art of the applicable Binary File Format or XAML, as applicable, and familiar with (although not necessarily specialized in) developer technologies for the applicable Covered Product(s); and
  - (d) It will provide updated XAML Documentation corresponding to Updates to and successor versions of the Covered Product(s) in accordance with the timeframes set forth in Section 4.2 below.
- 3.5. Additional Microsoft Warranty. Microsoft further represents and warrants and undertakes that it will not assert any patent claims other than Subject Patent Claims against Company or any third party for developing, distributing, making, using, selling, offering for sale, or importing any Implementation(s). Microsoft further acknowledges that the inclusion of the Subject Patent Claims in this Agreement does not imply that Company's Implementation(s) infringe the Subject Patent Claims or that the Subject Patent Claims apply, and waives any claim, and agrees not to assert, that Company or any of its licensees is "on notice" or is a "willful infringer" regarding any of the Subject Patent Claims as a result of their identification in this Agreement. Microsoft also acknowledges that Company is not waiving its right to contest the validity, enforceability or applicability of any of Microsoft's patents. Any assignment or other transfer by Microsoft or its related companies of Microsoft's patent claims subject to this Section 3.5 will be subject to Microsoft's obligations under this Agreement.
- 3.6. Acknowledgement about Implementation Details. The parties acknowledge that constraints in the Technical Documentation may require a level of similarity in some source code elements of Implementations in comparison to the content of the Technical Documentation, and that Company may choose to use the same names for elements of Implementations as Microsoft uses for such elements in the Technical Documentation. Microsoft will not assert any claim of copyright infringement on the basis of such similarities.
4. **Documentation Delivery, Updates, and Availability.**
- 4.1. Documentation Delivery. Microsoft has published the Technical Documentation on a publicly available Internet site for use by Company and other software developers.
- 4.2. Updates. Except as otherwise provided below with respect to Standards Documentation for Supplemental I.E. Standards, Microsoft will provide updated Technical Documentation for new or changed Covered Protocol(s), Covered Standard(s), Binary File Format(s), and XAML that are implemented in Updates to or successor version(s) of Covered Product(s) released during the Term upon release of the First Beta of the Update or applicable Covered Product(s) ("**Preliminary Documentation**"). Microsoft will update the Preliminary Documentation for those new or changed Covered Protocol(s), Covered Standard(s), Binary File Format(s), or XAML as implemented in the commercial release version of those Updates(s) or Covered Product(s) ("**Final Documentation**") no later than 15 days before those Update(s) or Covered Product(s) are released to manufacturing for commercial release. If there is no beta release, Microsoft will provide Final Documentation no later than 15 days before the applicable Updates or Covered Product(s) are released to manufacturing for commercial release. Commencing March 31, 2010, Microsoft will provide Standards Documentation for Supplemental I.E. Standards: (a) in accordance with the foregoing, where the Supplemental I.E. Standard has been final approved by the applicable standards organization at least 6 months prior to the First Beta of the applicable Update or successor version of Internet Explorer (or 6 months prior to the release to manufacturing for commercial release of such Update or successor version if there

is no beta release of such Update or successor version); or (b) otherwise within 6 months after the final approval of the Supplemental I.E. Standards by the applicable standards organization. The warranties set forth in Sections 3.2 – 3.4 above do not apply to Preliminary Documentation, but do apply to Final Documentation.

4.3. **Availability.** Microsoft will make the applicable Technical Documentation available during the Term. Subject to the foregoing: (a) nothing in this Agreement requires Microsoft to continue to implement any Covered Protocol in any Covered Product; and (b) except as expressly set forth in Section 3 above, nothing in this Agreement requires Microsoft to implement or Support (or continue to implement or Support) any particular Covered Standard; (c) nothing in this Agreement requires Microsoft to implement any particular Binary File Format in any Covered Product; and (d) nothing in this Agreement requires Microsoft to implement or Support (or continue to implement or Support) XAML in any Covered Product. However, Microsoft will provide notice to Company in the relevant portion of the Technical Documentation of Covered Protocols, Covered Standard(s), Binary File Formats, and XAML, as applicable, that are no longer used by Microsoft in Covered Products, generally in accordance with the timeframes set forth above.

5. **Fee.** Company will pay Microsoft a one-time fee of 10,000 Euros (“**Fee**”) within 30 days after the Effective Date to an account specified by Microsoft.

## 6. **Term and Termination.**

6.1. **Term.** The initial term of this Agreement commences on the Effective Date and remains in effect until the date that is the earlier of: (a) ten years from the Effective Date, or, (b) the date on which the Undertaking expires or is terminated; in either case unless and until this Agreement is earlier terminated in accordance with Section 6.2.

6.2. **Termination.** Company may terminate this Agreement at any time, in its sole discretion and without cause, by providing written notice to Microsoft. Microsoft may terminate this Agreement upon written notice at any time if Company is in material breach of any warranty, term or condition of this Agreement and fails to remedy that breach within 60 days after written notice thereof.

6.3. **Effect of Expiration or Termination.** Upon any expiration or termination of this Agreement, all of the rights and obligations of the parties under this Agreement will terminate and cease to be of further effect, except that Sections 1, 2.2, 3.5, this 6.3, and 7 will survive until the expiration of all applicable statutes of limitations for claims arising under or related to this Agreement.

## 7. **Miscellaneous.**

7.1. **Notices.** Other than submissions of issues to the TAM under Section 2.2(a) (which shall be delivered pursuant to that section), all notices and requests in connection with this Agreement are deemed given on the day they are received via e-mail by Company at the e-mail address indicated on the first page of this Agreement, or by Microsoft at [ipla@microsoft.com](mailto:ipla@microsoft.com).

### 7.2. **Claims and Available Damages.**

(a) If Company believes that Microsoft has breached its obligations under this Agreement, and does not elect to use the Fast Track Dispute Resolution Procedure described below, it may institute legal proceedings in accordance with this Section 7.2 and Sections 7.4 and 7.5 below. Company may institute such a legal proceeding only if it first took advantage of the TAM support and executive discussion provided for by Section 2.2 as to the issues raised in the proceeding.

(b) Subject to the provisions of this Section 7.2, in the event of any material breach by Microsoft of any of the provisions of Sections 3.2 – 3.4 of this Agreement, where as a result of such breach (and as long as it continues) Company is unable effectively to use the Technical Documentation as contemplated in Sections 3.2 – 3.4 of this Agreement for a software development project the planning or actual execution of which is duly substantiated, Microsoft shall pay Company liquidated damages in the amount of €135,000 per day for each day in which such breach continues unless Microsoft proves that it undertook good faith efforts to avoid such breach. The parties acknowledge that the foregoing amount reflects their assessment of the damages which

Company is likely to incur as a result of such breach including by reason of expected delays in developing products and launching products on the market.

- (c) Damages under Section 7.2(b) (“**Enhanced Damages**”) shall begin to accrue once Company has submitted the issues giving rise to such damages for executive discussion in accordance with Section 2.2(b). The accrual of Enhanced Damages shall be tolled for the duration of any delay occasioned by the time necessary for the Commission to submit an interpretation of the Agreement or Undertaking (or to file any other brief or submission) in any legal proceeding (including any arbitration undertaken pursuant to Section 7.3). In addition, the accrual of Enhanced Damages may be tolled for any other delay as the Arbitral Tribunal or court, as applicable, in its discretion believes is fair and equitable under the circumstances.
- (d) For the avoidance of doubt, Microsoft and Company acknowledge and agree nothing in this Section 7.2 shall prejudice Company’s right to actual damages including lost profits, as allowed under applicable law, in lieu of Enhanced Damages in any proceeding permitted under this Agreement.

### 7.3. Fast Track Dispute Resolution.

- (a) Fast Track Available to Company. In the event that Company claims that Microsoft is failing to comply with its obligations of this Agreement, Company may invoke the fast track dispute resolution procedures described in this Section 7.3 (“**Fast Track Dispute Resolution**”).
- (b) Attempts to Resolve. A Company who wishes to avail itself of the Fast Track Dispute Resolution procedure (a “**Requesting Party**”) may do so only if it first took advantage of the TAM support and executive discussion provided for by Section 2.2 as to the issues raised in the Fast Track Dispute Resolution.
- (c) Arbitration. Should the Requesting Party and Microsoft fail to resolve their differences of opinion through the procedures described in Section 2.2, the Requesting Party may initiate an arbitration process. To initiate the arbitration process, the Requesting Party shall serve a notice (the “**Arbitration Notice**”), in the sense of a request for arbitration, to the International Chamber of Commerce (ICC) (hereinafter the “**Arbitral Institution**”), with a copy of such Arbitration Notice and request for arbitration to Microsoft.
- (d) Arbitration Tribunal.
  - (i) The Arbitration Notice shall nominate an arbitrator and state the specific nature of the claim, the factual basis of the Requesting Party’s position and the relief requested. Microsoft shall appoint another arbitrator within ten (10) working days after receipt of the Arbitration Notice. Microsoft shall submit its comments as to the nature and circumstances of the dispute giving rise to the claim and its response to the relief sought within thirty (30) working days after receipt of the Arbitration Notice. The arbitrators so appointed shall appoint a third arbitrator to be president of the arbitration tribunal within five (5) working days after both arbitrators have been nominated. If the arbitrators nominated by the Requesting Party and Microsoft (“**the Parties to the Arbitration**”) cannot agree on the nomination of a third arbitrator, they shall request the Arbitral Institution to appoint the third arbitrator. The arbitrators shall have experience in the area of software licensing and development agreements. In the event any arbitrator is not confirmed by the Arbitral Institution for any reason, the nominating party shall, within five working days of receiving notice of the decision of the Arbitral Institution denying confirmation, nominate a new arbitrator which nomination shall be confirmed forthwith by the Arbitral Institution. Where the Arbitral Institution for any reason fails to confirm such a nomination, the Parties to the Arbitration agree that the Arbitral Institution shall appoint all three arbitrators with the least possible delay.
  - (ii) Should the Requesting Party wish to have the dispute decided by a sole arbitrator it shall indicate this in the Arbitration Notice. In this case, the Requesting Party and Microsoft shall agree on the nomination of a sole arbitrator within five working days after receipt of the Arbitration Notice communicating this to the Arbitral Institution.

- (iii) Should Microsoft fail to nominate an arbitrator or should the Parties to the Arbitration fail to agree on a sole arbitrator, the Arbitral Institution shall nominate an arbitrator on Microsoft's behalf or shall nominate the sole arbitrator. In either case, such arbitrator must have experience in the area of software licensing and development agreements.
  - (iv) The three-person arbitral tribunal or, as the case may be, the sole arbitrator, are herein referred to as the "Arbitral Tribunal".
- (e) ICC Rules: Location. 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 London, England, in the English language.
- (f) Fast Track Procedures. 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 appropriate in the circumstances. The Parties to the Arbitration shall consent to the use of e-mail for the exchange of documents.
- (g) Information Available to Arbitral Tribunal. The Arbitral Tribunal shall be entitled to request any relevant information from the Company or Microsoft and to establish the facts by all appropriate means. The Arbitral Tribunal shall seek guidance from, but shall not be bound by, the IBA Rules of Evidence. In particular, the scope and extent of discovery and the categories of documents subject to discovery are not limited to the terms of Article 3 of the IBA Rules of Evidence. The Arbitral Tribunal and the arbitrators shall agree in writing to keep any confidential information and business secrets disclosed to them in confidence. The Arbitral Tribunal may take the measures necessary for protecting confidential information in particular by restricting access to confidential information to the Arbitral Tribunal and outside counsel and experts of the opposing party.
- (h) Burden of Proof. The burden of proof in any dispute under these Rules shall be borne as follows: (i) the Requesting Party must produce evidence of a prima facie case and (ii) if the Requesting Party produces evidence of a prima facie case, the Arbitral Tribunal must find in favour of the Requesting Party unless Microsoft can produce evidence to the contrary. If Microsoft produces such evidence, the Arbitral Tribunal may find in favour of the Requesting Party only if the Requesting Party has proven its case by a preponderance of the evidence.
- (i) Similar Agreements. The parties acknowledge that Microsoft may enter into similar agreements with other entities for documentation made available pursuant to this Agreement ("**Similar Agreements**"). Subject to compliance with the ICC Rules of Arbitration, in the event either two or more entities under separate agreements should choose to bring their arbitration claims against Microsoft together in one arbitration proceeding or a request for joinder with an earlier filed proceeding organized under a Similar Agreement is filed under Article 4(6) of the ICC Rules of Arbitration by a Company under a Similar Agreement, Microsoft consents to such consolidation and/or joinder where: (i) there are common issues of law or fact such that consolidated and/or joined proceedings would be efficient and just; and (ii) no party subject to an order of consolidation and/or joinder would be unfairly prejudiced.
- (j) Commission Role. The Commission of the European Communities (the "**Commission**") shall be allowed and enabled to participate in all stages of the procedure by:
  - (i) Receiving all written submissions (including documents and reports, etc.) made by the Parties to the Arbitration;
  - (ii) 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);
  - (iii) Giving the Commission the opportunity to file *amicus curiae* briefs;
  - (iv) Upon the request of the Arbitral Tribunal, being present at the hearing(s); and
  - (v) Such other ways as the Arbitral Tribunal may deem appropriate.

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 Agreement, the Arbitral Tribunal may seek the Commission's interpretation of the Agreement and Undertaking 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.

- (k) Final and Binding Decision. The Arbitral Tribunal shall decide the dispute on the basis of the Agreement and in conformity with the Undertaking. Decisions of the Arbitral Tribunal shall be final and binding on all persons submitting to the arbitration and in lieu of all other remedies. The arbitration award shall, in addition to dealing with the merits of the claim, impose the attorneys' fees, to the extent such fees are reasonable, and costs of the prevailing party upon the party that is unsuccessful. Upon request of either party, 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. 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.
- (l) Timing of Decision. To the greatest extent possible, the final award shall, as a rule, be rendered within four 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 Agreement or the Undertaking if asked by the Arbitral Tribunal, or to file any other brief or submission. 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.
- (m) Commission Powers Unaffected. Nothing in the arbitration procedure shall affect the power of the Commission to take decisions under Regulation (EC) No 1/2003.
- (n) Awarding of Remedies.
  - (i) Subject to the provisions of this Section 7.3, and other applicable terms of this Agreement the Arbitral Tribunal shall have the authority to award actual damages including lost profits, in accordance with applicable law, or to award Enhanced Damages in lieu of actual damages in accordance with Section 7.2. The Arbitral Tribunal shall also have the authority to award specific performance provided such award does not enjoin, or otherwise effectively prevent, the sale, license or distribution of any Microsoft product or service (or any service pack or update thereto). The final award shall specify any such damages to be awarded.
  - (ii) Once it receives the notice of the final award Microsoft shall inform all parties to Similar Agreements of the fact that it has received the notice and of the identity of the Requesting Party. Microsoft shall inform new parties to Similar Agreements of pending requests and/or Fast Track Dispute Resolution procedures.
  - (iii) This clause does not confer any rights on the Company against a party to a Similar Agreement.
- (o) Enforcement of Award. Any award of the Arbitral Tribunal may be enforced in accordance with applicable law in the Chancery Division of the High Court of England and Wales in London or in the Federal District Court for the Southern District of New York unless the Arbitral Tribunal has exceeded its authority under this Agreement.

7.4. Other Dispute Resolution. Subject to Section 7.3, each party hereby submits to the exclusive jurisdiction of the Chancery Division of the High Court of England and Wales in London. Process may be served on either party in the manner authorized by applicable law or court rule. In any formal action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this



Agreement, the prevailing party is entitled to recover its costs, including reasonable attorneys' fees, costs and other expenses.

- 7.5. Governing Law. This Agreement shall be governed by and construed in accordance with English law and shall be construed and applied in light of Article 82 of the EC Treaty. The Parties acknowledge and agree that any formal action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement constitutes an issue relating to the application of Article 82 of the EC Treaty within the meaning of Article 15 of Regulation (EC) No 1/2003.
- 7.6. DISCLAIMERS OF OTHER WARRANTIES AND DAMAGES. EXCEPT AS PROVIDED IN SECTIONS 3.1 - 3.5, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY EXCLUDES ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT HAVE EFFECT BETWEEN THE PARTIES OR BE IMPLIED OR INCORPORATED INTO THIS AGREEMENT, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED CONDITIONS, WARRANTIES AND OTHER TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE AND THE USE OF REASONABLE SKILL AND CARE. EXCEPT AS PROVIDED IN SECTIONS 7.2, 7.3 AND 7.4 ABOVE, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR ANY LOST PROFITS, ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- 7.7. Third Parties Rights. A person who is not a party to this Agreement is, without prejudice to Section 3.5, not a beneficiary of the rights granted to Company under this Agreement, and has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement in contract.
- 7.8. Entire Agreement. This Agreement does not constitute an offer by Microsoft and is not effective unless and until this Agreement is signed by duly authorized representatives of both parties. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous communications, agreements, arrangements and understandings between the parties in connection with this Agreement and on such subject matter. No modifications of this Agreement are effective unless contained in a subsequent written agreement that expressly references this Agreement and its intent to modify its terms, and is signed by duly authorized representatives of Company and Microsoft. This Agreement does not modify any rights or obligations of either party under any other agreements that may be in effect between them.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have entered into this Agreement, to be effective on the Effective Date.

**[COMPANY NAME]**

**MICROSOFT CORPORATION**

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Exhibit A

### Definitions:

1. **“Additional Information for the ECMA 376 Specification”** means the format of the content types, relationships, elements and attributes of the .docx, .xlsx and .pptx files created by Word 2007, Excel 2007, or PowerPoint 2007 that are not defined in the ECMA 376 Standard.
2. **“Additional Information for IS 29500”** means the format of the content types, relationships, elements and attributes of the .docx, .xlsx and .pptx files created by successor versions of Word 2007, Excel 2007, or PowerPoint 2007 that are not defined in IS 29500.
3. **“Binary File Format Documentation”** means the documentation referenced or published at [https://learn.microsoft.com/en-us/openspecs/office\\_file\\_formats/ms-doc/ccd7b486-7881-484c-a137-51170af7cc22](https://learn.microsoft.com/en-us/openspecs/office_file_formats/ms-doc/ccd7b486-7881-484c-a137-51170af7cc22) or its successor site and designated as Binary File Format Documentation.
4. **“Binary File Format(s)”** means the default File Formats of the software products marketed, distributed, and licensed by Microsoft as Word 2003, Excel 2003, and PowerPoint 2003 in each case as used by Word 2003, Excel 2003, and PowerPoint 2003 to create documents.
5. **“Covered Product(s)”** means, individually or collectively as the context requires:
  - (a) with respect to the Covered Protocol(s), as applicable per Section 3.2, Exchange Server, the Microsoft PC Productivity Application(s), the .NET Framework, Outlook, the SharePoint Product(s), the Windows Client PC Operating Systems, and Windows Server;
  - (b) with respect to the Covered Standards, as applicable per Section 3.3:
    - (i) Internet Explorer (with respect to HTML 4.0, CSS 1.0, and CSS 2.1 and Supplemental I.E. Standards);
    - (ii) Exchange Server and Outlook (with respect to the POP3 Standard, the IMAP4 Standard and the iCalendar Standards); and
    - (iii) Word 2007, Excel 2007, and PowerPoint 2007 (with respect to the ECMA 376 Specification, and the Additional Information for the ECMA 376 Specification);
    - (iv) Word 2007, Excel 2007, and PowerPoint 2007 in SP2 (with respect to ODF 1.1); and
    - (v) Successors to Word 2007, Excel 2007, and PowerPoint 2007 (with respect to the latest Qualifying ODF Version, IS 29500 and the Additional Information for IS 29500);
  - (c) with respect to the Binary File Format(s), as applicable, Word 2003, Excel 2003, and PowerPoint 2003;
  - (d) with respect to XAML, the Windows Presentation Foundation component of the .NET Framework.
6. **“Covered Protocol(s)”** means, individually or collectively as the context requires, the Exchange - Outlook Protocols, the Microsoft PC Productivity Application Protocols, the .NET Framework Protocols, the SharePoint Protocols, the Windows Client PC Operating System Protocols, and the Windows Server Protocols; *provided, however*, that Covered Protocols shall not include any Protocols that are the subject of, or for which Microsoft otherwise offers a warranty under, the WSPP Program.
7. **“Covered Standard(s)”** means, individually or collectively as the context requires: HTML 4.0, CSS 1.0, CSS 2.1, IMAP4 Standard, POP3 Standard, iCalendar Standards, ODF 1.1, Qualifying ODF Versions, IS 29500, the ECMA 376 Specification, and the Supplemental I.E. Standards.
8. **“CSS 1.0”** means the Cascading Style Sheet Level 1 specification, published by the W3C as a “W3C Recommendation” on 17 December 1996, as revised April 11, 2008.

9. **“CSS 2.1”** means the Cascading Style Sheet Level 2 Revision 1 specification, published by the W3C as a “W3C Candidate Recommendation” on April 23, 2009.
10. **“ECMA 376 Specification”** means the specification for the ECMA 376 – Office Open XML File Formats Standard adopted by Ecma International on December 7, 2006, and located at <https://www.ecma-international.org/publications-and-standards/standards/ecma-376/> (or otherwise made available by Ecma International).
11. **“Exchange – Outlook Protocol Documentation”** means the documentation referenced or published at [https://learn.microsoft.com/en-us/openspecs/exchange\\_server\\_protocols/MS-OXPROTLP/30c90a39-9adf-472b-8b5b-03c282304a83](https://learn.microsoft.com/en-us/openspecs/exchange_server_protocols/MS-OXPROTLP/30c90a39-9adf-472b-8b5b-03c282304a83) or its successor site and designated as Exchange – Outlook Protocol documentation.
12. **“Exchange – Outlook Protocol(s)”** means the Protocols implemented in Outlook that are used to exchange information with Exchange Server and mutually to use the information which has been exchanged, and vice versa.
13. **“Exchange Server”** means the software product marketed, distributed, and licensed by Microsoft as Microsoft Exchange Server 2007 with Service Pack 1 installed and its successors, together with Updates thereto.
14. **“File Formats”** means containers to hold data created by application software users and information describing associated properties of that data that allows third-party software products to open, manipulate, save, exchange and share documents created by such users without a loss of container structure information or any instructions in the file that describe the document's formatting characteristics, but does not include information about the functionality of the applications or the underlying operating systems that could be used to clone or port Microsoft products in whole or in part.
15. **“First Beta”** means the first sufficiently stable “beta” testing version of the Update to or new version of the relevant Covered Product made available by Microsoft to third parties for testing purposes for the first time. “First Beta” versions do not include pre-release versions of a Covered Product that under standard industry understanding and past Microsoft practice would not constitute a sufficiently stable version to be labeled a “beta”.
16. **“HTML 4.0”** means the HyperText Markup Language specification v. 4.0 published by the W3C as a “W3C Recommendation” on December 18, 1997.
17. **“iCalendar Standards”** means, individually or collectively as the context requires, RFC 2445, RFC 2446, and RFC 2447, or any future version of that standard that Microsoft implements.
18. **“IMAP4 Standard”** means IETF RFC 3501, Internet Message Access Protocol – Version 4, dated March, 2003, located at <http://www.ietf.org/rfc/rfc3501.txt>, or any future version of that standard that Microsoft implements.
19. **“Implementation”** means only those portion(s) of software developed by or for Company or derived therefrom that implement the Covered Protocol(s), Covered Standard(s), Binary File Format(s), and/or XAML.
20. **“Internet Explorer”** means any of the software programs marketed, distributed, and licensed by Microsoft as Internet Explorer 7 and Internet Explorer 8, and its successors, together with Updates thereto.
21. **“Interoperability Information”** means the Protocol Documentation, the Binary File Formats Documentation and the applicable Standards Documentation for the ECMA 376 Specification, Qualifying ODF Standards and IS 25900.
22. **“IS 29500”** means the specification for the ISO/IEC File Format standard known as IS 29500 as published on November 18, 2008, or any future version of that standard that Microsoft implements.

23. **“Microsoft Client Software Products”** means Microsoft’s client software products released in 2007 or later that are sold or otherwise distributed or provided to end users, and their successors, together with Updates thereto.
24. **“Microsoft PC Productivity Application Protocol Documentation”** means the documentation referenced or published at [https://learn.microsoft.com/en-us/openspecs/office\\_protocols/ms-offprotlp/5859f0f1-a929-475b-9b23-554994675456](https://learn.microsoft.com/en-us/openspecs/office_protocols/ms-offprotlp/5859f0f1-a929-475b-9b23-554994675456) or its successor site and designated as Microsoft PC Productivity Application Protocol documentation.
25. **“Microsoft PC Productivity Application Protocol(s)”** means the Protocols implemented in Microsoft PC Productivity Application(s) that are used to exchange information with Microsoft Server Software Products and mutually to use the information which has been exchanged.
26. **“Microsoft PC Productivity Application(s)”** means, individually or collectively as the context requires, any of the software products marketed, distributed and licensed by Microsoft in Microsoft Office 2007, (which includes Word 2007, Excel 2007, PowerPoint 2007, Outlook 2007, Publisher 2007, Office Accounting Express 2007, Access 2007, Groove 2007, OneNote 2007, InfoPath 2007, and Office Communicator 2007), and their successors, together with Updates thereto, and Microsoft Word 2003, Microsoft Excel 2003, Microsoft PowerPoint 2003, and Microsoft Outlook 2003.
27. **“Microsoft Server Software Products”** means Microsoft’s server software products released in 2007 or later that are sold or otherwise distributed or provided to end users, and their successors, together with Updates thereto.
28. **“.NET Framework”** means the Windows component marketed, distributed, and licensed by Microsoft as the .NET Framework (including the Windows Communication Foundation) in Windows XP, Windows Vista, Windows Server 2003, and Windows 2008, and its successors, together with Updates thereto.
29. **“.NET Framework Protocol Documentation”** means the documentation referenced or published at [https://learn.microsoft.com/en-us/openspecs/windows\\_protocols/ms-netod/bcca8164-da08-43f2-a983-c34ed99171b0](https://learn.microsoft.com/en-us/openspecs/windows_protocols/ms-netod/bcca8164-da08-43f2-a983-c34ed99171b0) or its successor site and designated as Microsoft .NET Framework Protocol documentation.
30. **“.NET Framework Protocols”** means the Protocols implemented in an instance of the .NET Framework that are used to exchange information with another instance of the .NET Framework and mutually to use the information which has been exchanged.
31. **“ODF 1.1”** means the Open Document Format for Office Applications (OpenDocument) v. 1.1 File Format standard adopted by OASIS on 1 February 2007.
32. **“Outlook”** means the software product marketed, distributed and licensed by Microsoft as Microsoft Outlook 2007 with Service Pack 1 installed and its successors, together with Updates thereto.
33. **“POP3 Standard”** means the IETF RFC 1939, Post Office Protocol – Version 3, dated May, 1996, located at <http://www.ietf.org/rfc/rfc1939.txt>, or any future version of that standard that Microsoft implements.
34. **“Protocol Documentation”** means, individually or collectively as the context requires, the Exchange - Outlook Protocol Documentation, the Microsoft PC Productivity Application Protocol Documentation, the .NET Framework Protocol Documentation, the SharePoint Protocol Documentation, the Windows Client PC Operating System Protocol Documentation, and the Windows Server Protocol Documentation.
35. **“Protocol”** means a set of rules of interconnection and interaction between various instances of software products in different computer environments.
36. **“Qualifying ODF Version”** means, a version of the ODF File Format standard (after ODF 1.1) that has been finally published by ISO provided that: (a) the version of the standard must be developed and available for implementation under substantially similar terms as ODF 1.0, including for a substantially similar purpose and under substantially similar (no less than reasonable and non-discriminatory) licensing terms covering all intellectual property rights in the standard; (b) the version

of the standard is not substantially more difficult to implement technically than the previously supported version; and (c) the standards development process for that version of the standard has not been manipulated or otherwise subject to misuse.

37. **“RFC 2445”** means IETF RFC 2445, Internet Calendaring and Scheduling Core Object Specification (iCalendar), dated November, 1998, located at <http://www.ietf.org/rfc/rfc2445.txt>.
38. **“RFC 2446”** means IETF RFC 2446, iCalendar Transport-Independent Interoperability Protocol, dated November, 1998, located at <http://www.ietf.org/rfc/rfc2446.txt>.
39. **“RFC 2447”** means IETF RFC 2447, iCalendar Message-Based Interoperability Protocol, dated November, 1998, located at <http://www.ietf.org/rfc/rfc2447.txt>.
40. **“SharePoint Product(s)”** means the software marketed, distributed, and licensed by Microsoft as: (a) Microsoft Windows SharePoint Services 3.0 and its successors; (b) Microsoft Office SharePoint Server 2007 and its successors; (c) Microsoft SQL Server 2005, and its successors, in so far as the products in (a) and (b) rely on it as a database back-end; and (d) Updates to all of the foregoing.
41. **“SharePoint Protocol Documentation”** means the documentation referenced or published at [https://learn.microsoft.com/en-us/openspecs/sharepoint\\_protocols/MS-SPPROTLP/8a50af28-2b50-43d8-9c5a-3e520255ef7e](https://learn.microsoft.com/en-us/openspecs/sharepoint_protocols/MS-SPPROTLP/8a50af28-2b50-43d8-9c5a-3e520255ef7e) or its successor site and designated as SharePoint Protocol documentation.
42. **“SharePoint Protocols”** means the Protocols implemented in Microsoft SharePoint Product(s) that are used to exchange information with other Microsoft Server Software Products and Microsoft Client Software Products and mutually to use the information which has been exchanged.
43. **“Standards Documentation”** means the documentation referenced or published at <https://learn.microsoft.com/en-us/openspecs/main/ms-openspecclp/3589baea-5b22-48f2-9d43-f5bea4960ddb>, or its successor site and designated as Standards Documentation for the applicable Covered Standard(s) and that:
  - (a) identifies the required elements of a Covered Standard that are implemented in the applicable Covered Product(s) and that relates to functionality of the applicable Covered Product;
  - (b) documents the required portions of the Covered Standard(s) that are not implemented in the applicable Covered Product(s) or that are implemented with variations;
  - (c) identifies optional or informative portions of the Covered Standard that Microsoft has chosen to implement in the applicable Covered Product(s); and
  - (d) documents extensions Microsoft has made to the Covered Standard(s) and implemented in the applicable Covered Product(s).
44. **“Supplemental I.E. Standards”** means standards other than HTML 4.0, CSS 1.0, and CSS 2.1 that are final approved web standards published by W3C (as “W3C Recommendations”), ECMA (as “Standards”), or ISO (as “International Standards”) as implemented by Internet Explorer.
45. **“Support”** means, with respect to a Covered Standard, that Microsoft shall implement the Covered Standard in such Covered Product or Update, as applicable; *provided, however*, that Microsoft is not obligated to implement the optional or informative portions of such Covered Standard and may vary from the required or mandatory portions of such Covered Standard provided such variation is accurately documented in the corresponding Standards Documentation.
46. **“Subject Patent Claims”** means those claims of Microsoft-owned or Microsoft-controlled patents that are contained in a patent or patent application that: (a) is listed in Exhibit C on a per Protocol or per standard basis; (b) issues from any of the pending patent applications listed in Exhibit C; (c) issues from an application with a priority date that is after the Effective Date, provided Microsoft has provided Company with an updated version of Exhibit C that contains such patent application no later than 45 days after the date such patent application has been filed; (d) is added to Exhibit C following an update to the Technical Documentation that causes such patent or patent application to read upon the Protocol Documentation, provided Microsoft has provided Company with an updated version of

Exhibit C that contains such patent or patent application no later than 45 days after the date the updated Technical Documentation is made available to Company; (e) issues from any continuation, continuation-in-part, or divisional that has priority based upon any of the patents described in (a), (b), (c), or (d) above; or (f) is a re-issue, renewal, substitution, re examination, foreign counterpart or extension of any of the patents described in (a), (b), (c), (d), or (e) above. Microsoft typically publishes patent applications within eighteen (18) months after the date of the application. In addition, upon Company's request at any time after notice under (c) or (d) is provided to Company (or, with respect to the applications listed in Exhibit C as of the Effective Date, then upon Company's request any time after the Effective Date), Microsoft will promptly provide Company with a copy of any unpublished application identified in such notice, together with the citation list to prior art cited in such application or its counterparts. For purposes of this Agreement: (x) each updated version of Exhibit C shall be deemed to have been provided to Company upon delivery by Microsoft by e-mail or other reasonable method to the address specified on the first page of this Agreement (regardless of whether Microsoft also provides a confirmation copy by other means); and (y) each updated Exhibit C provided to Company in accordance with this Section shall become the new Exhibit C to this Agreement and shall supersede the immediately preceding Exhibit C.

47. **“Technical Documentation”** means, collectively or individually as the context requires, the Protocol Documentation, Standards Documentation, Binary File Format Documentation and XAML Documentation. Where necessary and in accordance with industry practice, it shall include introductory and explanatory material, architectural overview information, message formats and content, sequencing information, information on behaviors and dependencies. It shall, in accordance with industry practice, also clearly identify normative references and changes between different versions of such documentation and which versions of which Protocols are implemented in which versions of Microsoft's Software Products.
48. **“Undertaking”** means the public undertaking published at <https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fnews.microsoft.com%2Fdownload%2Farchived%2Fpresskits%2Fmicrosoft%2Fdocs%2FMicrosoftInteroperabilityUndertaking16Dec2009.doc&wdOrigin=BROWSELINK>.
49. **“Update”** means any update that Microsoft makes commercially available as a “service pack” to the applicable Microsoft product, under the applicable end user license agreement for such product, or any critical fix or recommended modification to, or updated component for, the applicable Microsoft product that Microsoft develops and makes generally available (e.g., through its website or any other general distribution means) for the product to which the update applies, under the applicable end user license agreement for such product.
50. **“W3C”** means the World Wide Web Consortium.
51. **“Windows Client PC Operating System”** means the software products marketed, distributed, and licensed by Microsoft as Windows XP, Windows Vista and their successors, together with Updates thereto.
52. **“Windows Client PC Operating System Protocol Documentation”** means the documentation referenced or published at [https://learn.microsoft.com/en-us/openspecs/windows\\_protocols/MS-WINPROTLP/92b33e19-6fff-496b-86c3-d168206f9845](https://learn.microsoft.com/en-us/openspecs/windows_protocols/MS-WINPROTLP/92b33e19-6fff-496b-86c3-d168206f9845) or its successor site and designated as Windows Client PC Operating System Protocol documentation.
53. **“Windows Client PC Operating System Protocols”** means the Protocols implemented in Windows Client PC Operating System(s) that are used to exchange information with other Microsoft Server Software Products and mutually to use the information which has been exchanged.
54. **“Windows Server”** means the software products marketed, distributed, and licensed by Microsoft as Windows Server 2003, Windows Server 2008 Standard, Enterprise and Datacenter editions and their successors, together with Updates thereto.
55. **“Windows Server Protocol Documentation”** means the documentation referenced or published at [https://learn.microsoft.com/en-us/openspecs/windows\\_protocols/MS-WINPROTLP/92b33e19-6fff-](https://learn.microsoft.com/en-us/openspecs/windows_protocols/MS-WINPROTLP/92b33e19-6fff-)

[496b-86c3-d168206f9845](#) or its successor site and designated as Windows Sever Protocol documentation.

56. **“Windows Server Protocols”** means the Protocols implemented in Windows Server that are used to exchange information with other Microsoft Server Software Products and mutually to use the information which has been exchanged.
57. **“WSPP Program”** means the Windows Work Group Server Protocol Program offered by Microsoft pursuant to the Commission of the European Communities Decision dated March 24, 2004 relating to a proceeding under Article 82 of the EC Treaty (Case COMP/C-3/37.792-Microsoft-Decision).
58. **“XAML”** means both the object mapping rules for the Extensible Application Markup Language developed by Microsoft, as well as the vocabulary of types, expressed using those mapping rules, that correspond to the Windows Presentation Foundation component of the .NET Framework and that can be used to create graphical user experiences taking advantage of Windows Presentation Foundation.
59. **“XAML Documentation”** means the documentation referenced or published at [https://learn.microsoft.com/en-us/openspecs/microsoft\\_domain\\_specific\\_languages/ms-wpfxv-2017-sept/7d1f758a-caaa-4292-b116-39caf9e40e2a](https://learn.microsoft.com/en-us/openspecs/microsoft_domain_specific_languages/ms-wpfxv-2017-sept/7d1f758a-caaa-4292-b116-39caf9e40e2a) or its successor site and designated as XAML documentation.

**Exhibit B**  
**Form of Issue Resolution Submission**

[Company] submits the following issues for resolution under the Agreement between Microsoft and [Company] effective [Effective Date]:

[Issue]

[Additional fields to be discussed between Microsoft and Company based on mutually acceptable methodologies for describing support issues, including information allowing reproduction of any errors resulting from inaccurate or incomplete documentation.]

The foregoing issues are impacting [Company's] development of interoperable software using the [insert specific Covered Protocol(s), Covered Standard(s) and/or Binary File Format(s)] as follows:

[Description of impact]



**Exhibit C**  
**Subject Patent Claims**

[In connection with the execution of this Agreement, Microsoft will provide a complete list of Microsoft patents and patent applications covering the Technical Documentation. In the interim, those patents and patent applications are identified in the patent mapping tool available on the following website or its successor:

<http://www.microsoft.com/openspecifications/en/us/programs/patent-map-tool/default.aspx>.

The patent mapping tool contents are updated in accordance with this Agreement to reflect changes to the Technical Documentation and to Microsoft's patent portfolio. Family members (continuations, continuations-in-part, divisionals, reissues, re-examinations, etc., if any) of the listed patents and patent applications (including any international counterparts to any of the foregoing) are also disclosed even where not separately identified.]