

## Annex 1: Article 102 (ex 82/86) European Commission Decisions and the Remedies Imposed

Case	Issue Raised	Remedy <sup>1</sup> Adopted by the European Commission	Effect of Appeal on Remedy
<i>European Commission Decisions</i>			
1	<i>General Motors Continental NV</i> (75/75/EEC, Dec. 19, 1974)	Excessive pricing	A fine of 5 million Belgian francs was imposed on General Motors Continental.
2	<i>United Brands Company</i> (76/353/EEC, Dec. 17, 1975)	Abusive price discrimination; refusal to supply	A fine of 1 million euros was imposed on United Brand. Conduct requirements: United Brands agreed to (i) inform downstream distributors that resale prohibitions on sales of green bananas had been lifted and (ii) notice provisions to the EC for 2 years of the prices charged to customers in the preceding six months.
3	<i>Hoffman-LaRoche (Vitamins)</i> (76/642/EEC, June 9, 1976)	Loyalty rebates; exclusive purchasing agreements	A fine of 1.098 million deutsche marks was imposed on Hoffman-LaRoche.
4	<i>ABG/Oil Companies</i> (77/327/EEC, April 19, 1977)	Refusal to deal	The Commission concluded that BP infringed Article 86 but no fine was imposed.
5	<i>Hugin/Liptons</i> (78/68/EEC, Dec. 8, 1977)	Refusal to supply	A fine of 20,833 pounds sterling was imposed on Hugin.
			<u>ECJ Decision</u> (Case 26/75, 1975): The ECJ overturned the Commission's decision, concluding that there was no infringement.
			<u>ECJ Decision</u> (Case 27/76, 1978): The ECJ reduced the fine imposed to 850,000 euros. The conduct requirements, however, were not modified.
			<u>ECJ Decision</u> (Case 85/76, 1979): The ECJ reduced the fine imposed to 732,000 deutsche marks.
			<u>ECJ Decision</u> (Case 77/77, 1978): The ECJ overturned the Commission's decision, concluding that there was no infringement.
			<u>ECJ Decision</u> (Case 22/78, 1979): The ECJ overturned the Commission's decision because Hugin's conduct did not affect trade between Member States. As such, the fine was annulled.

<sup>1</sup> Many thanks to George Karamanos, LL.M for preparing this table. Unless otherwise specifically noted, the remedy imposed by the Commission upon a finding of a violation of Art. 102 (ex. Art. 82, ex. Art. 86) invariably instructs the undertaking to cease the anticompetitive conduct at the root of the violation. A repetitious restatement that the undertaking must cease its anticompetitive activity would unduly clutter the table and, as such, is omitted.

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6	<i>Michelin</i> (81/969/EEC, Oct. 7, 1981)	Tying through selective discounts; conditional rebates	A fine of 680,000 euros was imposed on Michelin.	<u>ECJ Decision</u> (Case 322/81, 1983): The ECJ reduced the fine imposed to 300,000 euros. The ECJ overturned Article 1(a) and (b) of the Commission's decision, holding that Michelin did not apply dissimilar conditions with respect to equivalent transactions to Dutch tire dealers.
7	<i>GVL</i> (81/1030/EEC, Oct. 29, 1981)	Nationality discrimination, i.e. refusal to deal	The Commission concluded that GVL (German collecting society) infringed Article 86 by excluding non-German artists but no fine was imposed.	<u>ECJ Decision</u> (Case 7/82, 1983): The ECJ confirmed the Commission's decision.
8	<i>British Telecommunications</i> (82/861/EEC, Dec. 10, 1982)	Abusive price discrimination	The Commission's found that BT infringed Article 86, but no fine was imposed.	<u>ECJ Decision</u> (Case 41/83, 1985): In fact, Italy appealed the Commission's decision, not British Telecom. Regardless, the ECJ upheld the Commission's decision.
9	<i>British Leyland</i> (84/379/EEC, July 2, 1984)	Refusal to deal; excessive pricing	A fine of 350,000 euros was imposed on BL.	<u>ECJ Decision</u> (Case 226/84, 1986): The ECJ upheld both the Commission's decision and the fine imposed.
10	<i>ECS/AKZO</i> (85/609/EEC, Dec. 14, 1985)	Predatory pricing	A fine of 10 million euros was imposed on AKZO. <u>Conduct requirements</u> : AKZO agreed (i) that for a period of 5 years (at the end of each calendar year), AKZO must furnish a compliance report to the Commission listing the prices offered and applied to each customer for each flour additive product; (ii) that offers by AKZO for the supply of flour additives to individual mills of the Allied group would not be made on terms substantially more favorable than those offered to the "large independents" (MFN clause); and (iii) to a notice requirement that AKZO inform its customers in the UK and Ireland that any stipulation requiring them to obtain the whole of their requirements from AKZO is not binding on them.	<u>ECJ Decision</u> (Case 62/86, 1991): Although the ECJ largely upheld the Commission's decision, it did modify the remedies imposed. The ECJ reduced the fine imposed on AKZO to 7.5 million euros. The ECJ also modified the MFN portion of the conduct remedy imposed – per the ECJ's holding, AKZO could continue to offer differential pricing to individual mills in the Allied Group relative to large independents.

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11	<i>Eurofix-Bauco v. Hilti</i> (88/138/EEC, Dec. 22, 1987)	Tying; Refusal to deal	A fine of 6 million euros was imposed on Hilti. Conduct requirements: Hilti agreed (i) to not aggregate purchases of cartridge strips with purchases of other products for the purposes of calculating discounts; (ii) to implement, for direct fastening products, a discount policy based on precise organic and transparent quantity/value discount schedules applied uniformly and without discrimination; (iii) not to refuse to supply direct fastening products to existing customers not, in fulfilling any order, to limit the quantity of direct fastening products to be supplied; and to continue to report to the Commission on a quarterly basis any refusal to supply direct fastening products indicating the reason for such refusal; (iv) to waive its patent and copyright rights for licensees of its cartridge strip; (v) to implement a competition law compliance program and to inform the Commission of the steps taken to implement such a program.	<u>ECJ Decision</u> (C-53/92 P, 1994): The ECJ confirmed the remedies imposed by the Commission.
12	<i>Napier Brown – British Sugar</i> (88/581/EEC, July 18, 1988)	Refusal to supply; abusive price discrimination	A fine of 3 million euros was imposed on British Sugar.	N/A
13	<i>TetraPak I</i> (BTG License) (88/501/EEC, July 26, 1988)	License exclusivity	No fine was imposed on TetraPak, but TetraPak was obliged to renounce the license exclusivity it had received from BTG.	<u>CFI Decision</u> (T-51/89, 1990): The CFI upheld the Commission's decision.
14	<i>London European – Sabena</i> (88/589/EEC, Nov. 4, 1988)	Refusal to deal	A fine of 100,000 euros was imposed on Sabena.	
15	<i>BPB Industries plc</i> (89/22/EEC, Dec. 5, 1988)	Tying; exclusive dealing	A fine of 3 million euros was imposed on British Gypsum Ltd. A fine of 150,000 euros was imposed on BPB Industries plc.	<u>ECJ Decision</u> (C-310/93 P, 1995): The ECJ confirmed the remedy imposed by the Commission.  <u>CFI Decision</u> (T-65/89, 1993): The CFI annulled a portion of the reasoning of the Commission's decision, but left the remedy portion of the decision undisturbed.

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16	<i>Fiat Glass</i> (89/93/EEC, Dec. 7, 1988)	Exclusive dealing; Abusive price discrimination	This was the first instance in which the Commission relied on the theory of collective dominance to establish an Article 86 infringement. Although the Commission found an infringement of both Articles 85 and 86, no fine was imposed under Article 86 because the Commission commented that “only the fines for the more serious infringement should be imposed on the undertakings and the concept of a collective dominant position is being used for the first time.”	<u>CFI Decision</u> (T-68/89, 1992): The CFI held that there was no infringement of Article 86 on the basis of collective dominance, thereby annulling the Commission’s decision.
17	<i>MacGill TV Guide/ITP, BBC, and RTE</i> (89/205/EEC, Dec. 21, 1988)	Refusal to supply	No fine was imposed, but ITP, RTE and BBC were obliged to supply third parties on request and a nondiscriminatory basis their individual advance weekly program listings and to permit reproduction of those listings by such parties. If they chose to supply and permit reproduction of the listings by means of licenses, any royalties requested by ITP, BBC and RTE would have to be reasonable.	<u>ECJ Decision relating to ITP and RTE</u> (C-241/91, 1995): The ECJ upheld the Commission’s decision and the remedies imposed.  <u>CFI Decision relating to BBC</u> (T-70/89, 1991): The CFI upheld the Commission’s decision and the remedies imposed.
18	<i>Decca Navigator System</i> (89/113/EEC, Dec. 21, 1988)	Predatory design changes; deliberate interoperability (non-price abuses)	Racal Electronics’ licensing agreements and exclusive distribution arrangements were found to infringe Article 86, but no fine imposed.	N/A
19	<i>Soda Ash – Solvay</i> (91/299/EEC, Dec. 19, 1990)	Conditional rebates; exclusive dealing	A fine of 20 million euros was imposed on Solvay.	<u>ECJ Appeal brought by European Communities from the CFI’s annulment</u> (CFI Decision (T-32/91, 1995)) <u>of original Commission decision</u> (C-287/95, 2000): The ECJ upheld the CFI’s annulment of the Commission’s decision, thereby vacating the fine imposed.
20	<i>Soda Ash – ICI</i> (91/300/EEC, Dec. 19, 1990)	Conditional rebates; exclusive dealing	A fine of 10 million euros was imposed on ICI.	<u>ECJ Appeal brought by European Communities from the CFI’s annulment</u> (CFI Decision (T-36/91, 1995)) <u>of original Commission decision</u> (C-286/95, 2000): The ECJ upheld the CFI’s annulment of the Commission’s decision, thereby vacating the fine imposed.

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21	<i>TetraPak II</i> (92/163/EEC, July 24, 1991)	Abusive price discrimination; exclusive dealing; predatory pricing	A fine of 75 million euros was imposed on TetraPak. <u>Conduct requirements:</u> TetraPak agreed (i) to amend or, where appropriate, delete from its machine purchase/lease contracts and carton supply contracts the clause found by the Commission to be abusive; (ii) to ensure that any differences between the prices charged for its products in the various Member States result solely from the specific market conditions. Any customer within the Community shall be supplied by any Tetra Pak subsidiary it chooses, and at the price it practices; (iii) not to practice predatory or discriminatory prices and not grant to any customer any form of discount on its products or more favorable payment terms not justified by an objective consideration; (iv) to not refuse orders, at prevailing prices, on the ground that the orderer is not an end-user of Tetra Pak products; (v) to inform any customer purchasing or leasing a machine of the specifications which packaging cartons must meet in order to be used on its machines; and (vi) for a period of 5 years that, within the first six months of each year, give the Commission a report allowing it to establish if the actions taken by Tetra Pak pursuant to this Decision have indeed brought the infringements to an end.	<u>ECJ Decision (C-333/94 P, 1996):</u> The ECJ confirmed the remedies imposed by the Commission.
22	<i>French-West African Shipowners' Committee</i> (92/262/EEC, April 1, 1992)	Exclusive dealing (collective dominance case)	A fine totaling 15,306,200 euros was imposed on the undertakings found to have infringed Article 86.	N/A
23	<i>Warner – Lambert/Gillette</i> (93/252/EEC, Nov. 10, 1992)	Abuse of dominance in a merger case	No fine was imposed, but Gillette had to divest its acquisition of Eemland to remedy the violation found by the Commission.	N/A

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24	<i>Cewal</i> (93/82/EEC, Dec. 23, 1992)	Abusive price discrimination; exclusive dealing	The Commission concluded that both Articles 85 and 86 were infringed by the undertakings under investigation. The Article 86 infringement was established through a collective dominance theory. Pursuant to Article 86, the total fine imposed on the undertakings comprising Cewal was 10.1 million euros.	<u>ECJ Decision (C-395/96, 2000)</u> : The ECJ overturned the CFI's decision upholding the Commission's imposition of fines on Cewal. The ECJ annulled the remedy portions of the Commission's decision on procedural grounds, because the Commission's statement of objections referred to the collective entity Cewal, but the fines were imposed on individual undertakings.
25	<i>HOV SVZ/MCN</i> (94/210/EC, March 29, 1994)	Abusive price discrimination	Although the Commission based its decision on both Articles 85 and 86, Deutsche Bahn was fined 11 million euros for infringing Article 86.	<u>CFI Decision (T-24/93, 1996)</u> : The CFI confirmed the Commission's finding of an Article 86 infringement, but reduced the total fine imposed on the undertakings comprising Cewal to 9.09 million euros.
26	<i>Irish Sugar plc</i> (97/624/EEC, May 14, 1997)	Loyalty and related rebates; abusive price discrimination; tying	A fine of 8.8 million euros was imposed on Irish Sugar. <u>Conduct requirements</u> : Irish Sugar agreed (i) to refrain from applying dissimilar conditions to equivalent transactions with its industrial sugar customers; (ii) to refrain from a policy of pricing of retail sugar that adversely affects the competitive position of other sugar packers, including selective pricing to customers of competing packers and the granting of target rebates to retail sugar customers; and (iii) to furnish to the Commission, for a period of 3 years, a list of the prices offered in the preceding year, including all rebates and discounts, to its industrial sugar and retail sugar customers, together with details of the volumes of sugar purchased by each customer in that year.	<u>ECJ Decision (C-497/99 P, 2001)</u> : Irish Sugar's appeal was dismissed on procedural grounds. <u>CFI Decision (T-228/97, 1999)</u> : The CFI reduced the fine imposed on Irish Sugar to 7,883,286 euros. The conduct remedy was left undisturbed by the CFI.

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27	<i>FAG – Flughafen Frankfurt/Main AG</i> (98/190/EC, Jan. 14, 1998)	Refusal to deal	An infringement by FAG was found but no fine was imposed. FAG was ordered to submit to the Commission a precise plan for the reorganization of the market for the provision of ramp-handling services at Frankfurt airport so as to open up market access for air carriers and independent providers of ramp-handling services.	N/A
28	<i>Unilever</i> (98/242/EC, March 11, 1998)	Exclusive dealing	An infringement by Unilever was found but no fine was imposed. Unilever was ordered to modify its distribution arrangements to facilitate retailer ownership of freezer units to stimulate competition in the Irish impulse ice cream market.	N/A
29	<i>Alpha Flight Services/Aéroports de Paris</i> (98/513/EC, June 11, 1998)	Abusive price discrimination	The Commission did not impose a fine but ordered Aéroports de Paris to apply to the suppliers of ground-handling services concerned a non-discriminatory scheme of commercial fees within two months of the date of notification of the decision.	<u>ECJ Decision (C-82/01, 2002)</u> : The ECJ upheld the Commission's decision.
30	<i>Amministrazione Autonoma dei Monopoli di Stato</i> (98/536/EC, June 17, 1998)	Abuse of Government procedures	A fine of 6 million euros was imposed on Amministrazione Autonoma dei Monopoli di Stato.	<u>CFI Decision (T-139/98, 2001)</u> : The CFI upheld the Commission's decision.
31	<i>Trans-Atlantic Conference Agreement</i> (1999/243/EC, Sept. 16, 1998)	Refusal to supply; Abusive alteration of competitive structure of the market	A combined fine of 273 million euros was imposed on all the undertakings involved in the agreement.	<u>CFI Decision (T-191/98, 2003)</u> : The CFI overturned the Commission's decision in large part and annulled the fines imposed on the undertakings.
32	<i>Ilmailulaitos/Lufftársverket</i> (1999/198/EC, Feb. 10, 1999)	Abusive price discrimination	No fine was imposed, but the Commission did find that Article 86 was infringed.	N/A
33	<i>Virgin/British Airways</i> (2000/74/EC, July 14, 1999)	Loyalty rebates and incentives	A fine of 6.8 million euros was imposed on British Airways.	<u>ECJ Decision (C-95/04, 2007)</u> : The ECJ upheld the Commission's decision.

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34	<i>Soda Ash – Solvay</i> (2003/6/EC, Dec. 13, 2000)	Conditional rebates; exclusive dealing	A fine of 20 million euros was imposed on Solvay.	<u>CFI Decision</u> (T-57/01, 2009): The CFI reduced the fine imposed on Solvay to 19 million euros.
35	<i>Soda Ash – ICI</i> (2003/7/EC, Dec. 13, 2000)	Conditional rebates; exclusive dealing	A fine of 10 million euros was imposed on ICI.	N/A
36	<i>Deutsche Post AG</i> (2001/354/EC, March 20, 2001)	Predatory Pricing; exclusive dealing	A fine of 24 million euros was imposed on Deutsche Post.	N/A
37	<i>DSD</i> (2001/463/EC, April 20, 2001)	Abusive commercial/contract terms	No fine was imposed, but DSD agreed to refrain from imposing a license fee for the Green Dot trademark in contexts where the labeling requirement was not required.	<u>ECJ Decision</u> (C-385/07, 2009): The ECJ upheld the Commission's decision.
38	<i>Michelin</i> (2002/405/EC, June 20, 2001)	Loyalty rebates	A fine of 19.76 million euros was imposed on Michelin.	<u>CFI Decision</u> (T-203/01, 2003): The CFI upheld the Commission's decision.
39	<i>NDC Health/IMS Health: Interim Measures</i> (2001/165/EC, July 3, 2001)	Refusal to deal	No fine was imposed, but the Commission did impose certain conduct requirements: (i) IMS Health was required to grant a license for the use of the 1860-brick structure to all requesting undertakings on a nondiscriminatory basis; (ii) IMS retains independent authority to determine royalty fees for its licenses, but if an agreement is not reached within two weeks of a request for a license, appropriate royalties will be determined by one or several independent experts; and (iii) a penalty of 1000 euros per day will be assessed if IMS fails to comply with the above provisions.	<u>CFI Decision</u> (T-184/01, 2005): The Commission withdrew its underlying decision, so there was no need for the CFI to reach a decision.
40	<i>De Post-La Poste</i> (2002/180/EC, Dec. 5, 2001)	Tying	A fine of 2.5 million euros was imposed on La Poste.	N/A
41	<i>Deutsche Telekom</i> (2003/707/EC, May 21, 2003)	Margin squeeze; Abusive price discrimination	A fine of 12.6 million euros was imposed on Deutsche Telekom.	<u>CFI Decision</u> (T-271/03, 2008): The CFI upheld the Commission's decision.

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42	<i>Wanadoo Interactive</i> (COMP 38.233, July 16, 2003)	Predatory Pricing	A fine of 10.35 million euros was imposed on Wanadoo. The Commission also ordered Wanadoo to submit, at the end of each year up to and including 2006, the revenue account for its different ADSL services, showing its accrued income, operating costs and customer acquisition costs.	<u>ECJ Decision (C-202/07, 2009)</u> : The ECJ upheld the Commission's decision.
43	<i>Georg/Ferrovie</i> (COMP 37.685, Aug. 27, 2003)	Refusal to deal; refusal to supply	No fine was imposed, but Trenitalia made affirmative commitments to deal with GVG concerning the establishment of an international grouping and to supply traction services for the purpose of operating international passenger services on the Basel-Milan route.	N/A
44	<i>Compagnie Maritime Belge</i> (2005/480/EC, April 30, 2004)	Exclusive dealing; loyalty discounts	A fine of 3.4 million euros was imposed on Maritime Belge.	<u>CFI Decision (T-276/04, 2008)</u> : The CFI upheld the Commission's decision.
45	<i>Microsoft I</i> (2007/53/EC, May 24, 2004)	Refusal to supply; tying	A fine of 331,464,203 euros was imposed on Microsoft. <u>Conduct requirements</u> : (i) With respect to the refusal to supply, Microsoft was ordered to disclose interoperability information that it had refused to supply and to allow its use for the development of compatible products. The disclosure order was limited to protocol specifications, and to ensuring interoperability with the essential features that define a typical work group network. The conditions under which Microsoft disclosed the information and allowed its use had to be reasonable and non-discriminatory. Additionally, the protocols were to be made available in a timely and predictable manner; and (ii) with respect to tying, Microsoft was ordered to offer to end users and original equipment manufacturers for sale in the EEA a full functioning version of Windows, which did not incorporate Windows Media Player.	<u>CFI Decision (T-201/04, 2007)</u> : In modifying the Commission's remedy decision, the CFI annulled the following portion: the remedy (i) which ordered Microsoft to submit a proposal for the establishment of a mechanism which is to include a monitoring trustee with the power to have access, independently of the Commission, to Microsoft's assistance, information, documents, premises and employees and to the source code of the relevant Microsoft products; (ii) that requires that the proposal for the establishment of that mechanism provide that all the costs associated with the appointment of the monitoring trustee, including his remuneration, be borne by Microsoft; and (iii) that reserves to the Commission the right to impose by way of decision a mechanism such as that referred to in (i) and (ii) above.
				The Commission's remedy decision was otherwise left intact.

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46	<i>Clearstream</i> (COMP 38.096, June 2, 2004)	Refusal to supply; abusive price discrimination	An infringement of Article 82 was found but no fine was imposed.	<u>CFI Decision</u> (T-301/04, 2009): The CFI upheld the Commission's decision.
47	<i>DeBeers</i> (2006/520/EC, Feb. 22, 2006)	Exclusive dealing	An Article 9 commitments decision. DeBeers agreed to phase out its exclusive rough diamond purchasing relationship with ALROSA and provide for the termination of purchases from ALROSA as of 2009. During the prescribed period, De Beers' purchases of rough diamonds from ALROSA would decrease from 500 million euros in 2006 to 420 million in 2007 and 340 million in 2008.	<u>CFI Decision</u> (T-170/06, 2007): ALROSA sought nullification of the commitments decision. The CFI annulled the Article 9 commitments that DeBeers had agreed to in their entirety.
48	<i>Tomra Systems</i> (COMP 38.113, March 29, 2006)	Exclusive dealing; retroactive rebates	A fine of 24 million euros was imposed on Tomra Systems and affiliated companies.	N/A
49	<i>Wanadoo Espana v. Telefonica</i> (COMP 38.784, July 4, 2007)	Margin squeeze	A fine of 151,875,000 euros was imposed on Telefonica.	N/A
50	<i>Distrigaz</i> (COMP 37.966, Oct. 11, 2007)	Exclusive dealing	An Article 9 commitments decision. Distrigaz agreed (i) to return adequate volumes of natural gas to the market every year; (ii) that the maximum duration of contracts with industrial customers and electricity generators (apart from new installations) was five years; (iii) that the maximum duration of contracts with gas resellers was two years; (iv) that no supply contracts contain resale or use restrictions; and (v) that the commitments are binding until the end of 2010.	N/A
51	<i>E.ON AG</i> (COMP 39.389, Nov. 26, 2008)	Excessive prices	An Article 9 commitments decision. To address concerns on both the electricity wholesale and balancing markets, E.ON agreed to the following: (i) the divestiture of about 5000 MW of E.ON's generation capacity; and (ii) the divestiture of EON's transmission system business, consisting of its 380/220 kV-line network, the system operation of the E.ON control area and related activities.	N/A

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52	<i>RWE Gas Foreclosure</i> (COMP 39.402, March 18, 2009)	Margin squeeze; refusal to deal	An Article 9 commitments decision. RWE agreed to divest its current German gas transmission system business to a suitable purchaser. RWE also committed to supply to the purchaser for a limited period of up to five gas years following the closing of the divestiture with auxiliary services necessary for the operation of the transmission network, such as the provision of gas flexibility services.	N/A
53	<i>Intel</i> (COMP 37.990, May 13, 2009)	Loyalty rebates; exclusive dealing	A fine of 1.06 billion euros was imposed on Intel.	N/A
54	<i>GDF Suez</i> (COMP 39.316, Dec. 3, 2009)	Refusal to deal	An Article 9 commitments decision. GDF Suez agreed to rapidly release a large share of its long-term reservations of gas import capacity into France, amounting to about 10% of the total long-term import capacity. GDF Suez also agreed to continue to reduce its share of these reservations to below 50% by Oct. 1, 2014.	N/A
55	<i>Rambus</i> (COMP 38.636, Dec. 9, 2009)	Exclusionary non-price abuses (abuses in standard setting organizations)	An Article 9 commitments decision. For DRAMs and memory controllers, Rambus committed to providing licenses for its patents at maximum royalty rates set forth in the commitments decision for a period of five years.	N/A

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56	<i>Microsoft II</i> (tying) (COMP 39.350, Dec. 16, 2009)	Tying	An Article 9 commitments decision. Microsoft made the following commitments for a duration of 5 years: (i) Microsoft will make available a mechanism in Windows Client PC Operating Systems within the EEA that enables OEMs and end users to turn Internet Explorer off and on; (ii) OEMs will be free to pre-install any web browser (or browsers) on PCs they ship and to set any browser as the default web browser; (iii) within Microsoft's PC Productivity Applications distributed in the EEA, Microsoft shall not include any icons, links or short-cuts or provide any other means to start a download or installation of Internet Explorer; (iv) Microsoft shall not in any way retaliate against any OEM for developing, using, distributing, promoting or supporting software that competes with Internet Explorer, in particular by altering Microsoft's commercial relations with that OEM, or by withholding consideration; (v) Microsoft shall not enter into any agreement with an OEM that links or conditions the grant of any consideration on the OEM's refraining from developing, using, distributing, promoting or supporting any software that competes with Internet Explorer; and (vi) Microsoft will provide a software update comprising a ballot screen for users to choose their web browser (listing the top 12 most popular browsers and the top 5 being more prominently displayed) at most 5 months after this commitments decision.	N/A
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### European Court of Justice Decisions

57	<i>ICI and Commercial Solvents Corp. v. Commission</i> , Case 6/73 (1974)	Refusal to deal	The ECJ upheld the Commission's finding that ICI and CSC were a single economic unit and had infringed Article 86. The court upheld the Commission's decision to order ICI to affirmatively supply a certain amount of the raw material to ICI's competitors. However, the court did reduce the fine imposed by half from 200,000 euros to 100,000 euros. ( <i>underlying Commission decision was unavailable in English</i> )	N/A
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