

1 YANDEX VS. GOOGLE
2 Federal Antimonopoly Service of the Russian Federation
3
4 RESOLUTION ON CASE No. 1-14-21/00-11-15

Unofficial translation
Original available at
<http://solutions.fas.gov.ru/ca/upravlenie-regulirovaniya-svyazi-i-informatsionnyh-tehnologiy/ad-54066-15>

5
6 Moscow

7 The operative part of the resolution was announced on 14 September 2015.

8 The resolution was announced in full on 18 September 2015.

9

10 Commission of the FAS of Russia for review of the case of violation of antimonopoly legislation
11 (the “Commission”) having examined the case No. 1-14-21/00-11-15 for the alleged violation by
12 Google Inc. (1600 Amphitheatre Parkway, Mountain View, CA 94093 USA), Google Ireland
13 Limited (Gordon House, Barrow Street, Dublin 4, Ireland) and Google LLC (Russia, 115035,
14 Moscow, Balchug str., 7) of Article 14(1) and Article 10(1) of the Federal Law No. 135-Φ3 “On
15 the Protection of Competition” dated July 26, 2006 (the “Competition Law”),

16

17 RESOLVED:

18

19 On February 18, 2015 YANDEX LLC (“YANDEX LLC”, “Yandex”, the “Applicant”),
20 submitted an application with the FAS of Russia referring to the alleged violation of
21 antimonopoly legislation by Google Inc., Google Ireland Limited and Google LLC (registration
22 number 16067-ДЦП/15) (the “Application”).

23 The Application was submitted with the antimonopoly authority following the refusal of
24 manufacturers of smartphones and tablets based on the Android operating system (“OS
25 Android”) (“Mobile Devices”) selling such products in the territory of the Russian Federation,
26 which had been preinstalling individual Yandex’s applications as well as Yandex search as the
27 default search engine on their devices, from further cooperation with YANDEX LLC. According
28 to the Applicant, this was caused by the restrictions and prohibitions introduced by Yandex’s
29 competitor, Google Inc., for its counterparties (manufacturers of Mobile Devices).

30 Pursuant to Order of the FAS of Russia dated February 20, 2015 No. 93/15, case No. 1-14-
31 21/00-11-15 was initiated regarding the alleged violation by Google Inc., Google Ireland Limited
32 and Google LLC of Article 14(1) of the Competition Law in the form of the actions aimed at

1 inducing manufacturers of mobile devices to restrain from entering into contractual relations
2 with competing undertakings.

3 Pursuant to the ruling on the initiation of the case on the violation of antimonopoly legislation
4 dated March 2, 2015, Google Inc., Google Ireland Limited and Google LLC (“Google”, the
5 “Respondent”) were brought into the proceedings as respondents and YANDEX LLC as the
6 applicant.

7 Pursuant to the ruling on the extension of the examination of the case on the violation of
8 antimonopoly legislation dated May 29, 2015, the time period for examination of case No. 1-14-
9 21/00-11-15 was extended until December 2, 2015 due to the need to obtain additional
10 information.

11 The parties to the proceedings submitted information and documents into the case file, including
12 those containing commercial secrets:

13 YANDEX LLC – on April 1, 2015 No. 30740-ДСП/15; on April 13, 2015 No. 35534-ДСП/15;
14 on April 27, 2015 No. 41627/15; on May 20, 2015 No. 50419-ДСП/15; on May 22, 2015
15 No. 513690ДСП/15; on May 29, 2015 No. 53798ДСП/15; on June 1, 2015 No. 54578-ДСП/15;
16 on August 26, 2015 No. 89229-ДСП/15; on August 26, 2015 No. 89222; on August 31, 2015
17 No. 90739/15.

18 Google – on March 2, 2015 No. 13573/15; on April 3, 2015 No. 32020-ДСП/15; on April 3,
19 2015 No. 32013/15; on April 27, 2015 No. 41564-ДСП/15; on May 7, 2015 No. 45238/15; on
20 June 1, 2015 No. 54854-ДСП/15; on June 26, 2015 No. 63977/15; on July 2, 2015 No. 66036-
21 ДСП/15; on July 16, 2015 No. 71668/15; on August 6, 2015 No. 89194-ДСП/15; on September
22 1, 2015 No. 91651-ДСП/15; on September 7, 2015 No. 94576/15.

23 In the course of the proceedings, representatives of YANDEX LLC filed motions for the review
24 of the case materials submitted by Google and containing commercial secrets.

25 In accordance with Article 4(1) and Article 6.1(1)(3) of the Federal Law No. 98-ФЗ “On
26 Commercial Secrets” dated July 29, 2004, the exclusive right to consider any information as a
27 commercial secret and determine the list and content of such information belongs to the owner of
28 such information subject to the provisions of the above-mentioned law, and the owner of such
29 information is entitled to grant or prohibit access to its commercial secrets and determine the
30 procedure and terms of access to such information.

31 Since Google did not grant permission to disclose to YANDEX LLC any documents containing
32 its commercial secrets, the Commission dismissed the above-mentioned motions.

33 In the course of the proceedings, the Commission heard the Respondent’s representatives’
34 explanations on various technical issues.

1 Google filed a motion on the dismissal of case No. 1-14-21/00-11-15 against Google LLC due to
2 the absence of any violations of antimonopoly legislation by the latter. The Commission resolved
3 this motion at the end of the proceedings.

4 YANDEX LLC justified its complaint by indicating that Google owns OS Android required for
5 the operation of Mobile Devices and distributed by way of an open source license; OS Android
6 is applicable to basic elements of user interface. According to the information provided by the
7 Applicant, starting from 2012, the share of OS Android in the relevant market for OSs for
8 Mobile Devices in Russia has been constantly greater than 50%. Moreover, the market position
9 of OS Android is strengthened both globally and in Russia.

10 Google Inc. also owns Google Play app store, an application allowing to search for, purchase,
11 download and update other applications on devices operated by OS Android. Considering the
12 share of OS Android in the market for OSs for Mobile Devices, a significant number of
13 applications available to users in Google Play as well as its popularity among users make this
14 app store extremely desirable to manufacturers interested in offering a commercially successful
15 mobile device.

16 Google Play is distributed under a mobile application distribution agreement as a part of GMS, a
17 suite of mobile applications, which includes only Google's applications and services.

18 Google is bundling Google Play, a product in respect of which Google holds a dominant
19 position, with a number of other products – applications being part of GMS. As a result, it is not
20 possible to acquire those products separately from each other.

21 The bundling of Google Play (dominant product) with other GMS applications (products
22 circulating in competitive markets) hinders the access of undertakings competing with Google to
23 the app store market and several adjacent markets. In particular, it affects the mobile search
24 market, where Google requires pre-installation of its own search engine as an exclusive search
25 option by default.

26 Google is directly introducing additional restrictions upon manufacturers of Mobile Devices in
27 relation to the pre-installation of applications competing with the ones from the GMS suite on
28 the OS Android based mobile devices.

29 In particular, <...> Google is restricting manufacturers' rights to preinstall applications similar to
30 the ones from the pre-installed GMS suite as well as to place them on screens of mobile devices.
31 As a result, manufacturers refuse to preinstall applications (services) developed by the
32 Applicant. <...>.

33 Thus, Google is promoting the GMS suite for pre-installation on Mobile Devices and at the same
34 time induces manufacturers of mobile devices to restrain from entering into contractual relations
35 with undertakings competing with Google.

1 Besides, the Applicant indicates that the Respondent's actions caused losses to YANDEX LLC
2 as a competing undertaking by disorganising its business and squeezing it out from the market as
3 a result of counterparties' refusals to cooperate or continue cooperation with it due to the
4 restrictions imposed by Google.

5 According to the Applicant, Google does not agree that the actions in question may be qualified
6 as a violation of the antimonopoly legislation.

7 OS Android is an off-the-shelf operating system functioning irrespective of the set of Google's
8 applications (Google Mobile Services or GMS). In addition to and separately from OS
9 Android, Google, among other companies, is developing applications for OS Android and offers
10 them to manufacturers of Mobile Devices producing Android operated devices, just as Yandex.

11 According to the Respondent, manufacturers of Mobile Devices may take a decision on the
12 installation or non-installation of GMS on their devices at their full discretion. If manufacturers
13 decide to purchase a license for GMS, they are still able to freely install competing applications
14 on the same device and place them almost in any part of such device.

15 In order to compete for the deals on selling its applications to manufacturers of Mobile Devices
16 installing OS Android on their devices, Google developed its own set of high quality applications
17 offered to manufacturers for free as part of the GMS suite.

18 Unlike Google, which in addition to the costs of the development of applications also has to
19 make up for the costs of the development and updating of OS Android, Yandex incurs no OS
20 development costs. That is why the position of Yandex is more favourable than that of Google
21 when it is offering application distribution deals to manufacturers of Mobile Devices installing
22 OS Android on their devices, including a proposal to share income from search advertising with
23 such manufacturers. To the extent that Yandex is not developing applications which are as
24 attractive to manufacturers and users of OS Android as the applications offered by Google, or it
25 is not willing to make a mutually beneficial offer to manufacturers in relation to sharing income
26 from search advertising, or it is not advertising its applications to a sufficient extent, Google
27 often gets such application distribution deals due to the popularity of its applications and its
28 willingness to give to its partner manufacturers a bigger share of its search income than the one
29 offered by Yandex.

30 OS Android allows end users to disable pre-installed applications, change initial settings and
31 download and install competing applications.

32 GMS applications are Google's intellectual property in relation to which Google has exclusive
33 right to trade marks, copyright and objects of patent rights contained in GMS. Thus, Google is
34 entitled to determine the terms of the GMS license, including an ability to deliver GMS as a set
35 of applications, and to make demands regarding the placement of individual applications, which

1 is in full compliance with the requirements of the Russian Civil Code, the IP legislation and the
2 Competition Law.

3 The bundling of applications into GMS is commercially justified, complies with the ordinary
4 market practice and is not directed against any of Google’s competitors. It has a technical
5 justification, since compatibility of all applications installed on a user’s device is required for the
6 efficient operation of the applications on a smartphone.

7 Bundling of applications is an ordinary business practice. Google’s actions and agreements have
8 no anti-competitive effects.

9 In order to justify its position, Google submitted to the case file an analytical report titled “The
10 Analysis of the State of Competition in the Market Covering the Google Play App Store, i.e. the
11 Market for a Set of Smartphone Applications Localised for Distribution in the Russian
12 Federation”, pursuant to which a product in the market covering the Google Play app store is a
13 set of basic applications providing for the necessary smartphone functionality and the most
14 efficient use of its capacities in the user’s opinion; it is not correct to distinguish markets of
15 individual mobile applications enabling smartphone’s basic functions; due to the high
16 importance of the Russian language interface and software for smartphone users, the
17 geographical boundaries of the relevant market should be defined as the territory of the Russian
18 Federation; in spite of the high degree of concentration of the market for the sets of basic
19 application with Russian localisation for smartphones, permeable market entry barriers and
20 dynamic development of the IT sphere and mobile applications in particular allow to conclude
21 that dominating undertakings are unable to abuse their dominant position in the market.

22 Upon the examination of the arguments set out in the Application and statements given by the
23 parties to the proceedings and representatives of the parties to the proceedings in the course of
24 hearings, and upon the review of information and documents submitted to the case file, the
25 Commission has established the following.

26 Pursuant to the information provided by Google (rf. incoming No. 32020-ДЦИ/15 dated
27 03.04.2015; submission dated 14.09.2015) that includes commercial secrets <...>

28 Google Inc. owns OS Android required for the operation of such mobile devices as smartphones
29 and tablets.

30 Google <...> is also developing mobile applications and services for the OS Android based
31 mobile devices (“Mobile Devices”). Google <...> owns rights to OS Android and applications
32 forming part of the GMS suite as well as the GMS-related trademarks.

33 <...>

34 <...>

1 In the course of the proceedings in case No. № 1-14-21/00-11-15, the antimonopoly authority
2 examined the state of competition in the market for pre-installed app stores for OS Android
3 localised for Russia.

4 OS Android is a specialised extensible operating system for various devices. At present, it is one
5 of the most widespread and installed mobile platforms in the world.

6 The OS Android based smartphones available in the market could be divided into two types:

7 - Devices based on Android Open Source Project (“AOSP”) without the pre-installed GMS
8 package. It should be mentioned that such mobile devices are less popular and competitive in
9 comparison with the devices based on the closed source part of OS Android – GMS;

10 - Devices using the closed source part of OS Android with the mandatory GMS pre-installation.
11 Mobile devices with pre-installed GMS are the most popular and widespread both globally and
12 in the Russian market.

13 Google Mobile Services (GMS) is a set of services, applications and system services offered by
14 Google which includes, inter alia, Google Play.

15 At present, software products required for the functioning of the OS Android based mobile
16 devices, including solving of basic and applied tasks, are bundled into a single set
17 of Google Play Services which forms part of the GMS suite.

18 Google Play Services is a system component providing for the correct operation of mobile
19 applications and services that address various programming interfaces required to call for
20 specific functionalities (displaying of maps in an application, in-app purchases, push
21 notifications) or for the interaction with other Google’s applications and services.

22 One of the key mobile applications introduced by Google is the Google Play app store – an
23 application designed for the search for, purchase, download and updating of other applications
24 on the OS Android based devices.

25 The characteristic features of Google Play are the high degree of safety of installed and updated
26 software guaranteed by app store developers (users are guaranteed protection from viruses,
27 inadmissible/unethical applications and bugs, they are provided with application updates and
28 guaranteed compliance with the IP rights when downloading application) and a possibility of
29 feedback of end users to software developers.

30 The Commission notes that the Analytical Report submitted to the case file contains an
31 assessment of the product interchangeability in accordance with the Regulation on the
32 Performance of the Analysis of the State of Competition in the Relevant Market approved by the
33 Order of the FAS of Russia No. 220 dated April 28, 2010 (the “Market Analysis Regulation”)
34 with the determination of the potentially interchangeable products in the relevant market. In

1 particular, such software product as a browser is used for searching for, and viewing on the
2 device's screen of, information from the Internet (web pages, content of web documents, files,
3 etc.). However, the browser does not provide functions of automatic updating of, and payment
4 for, applications and provides end users with no guarantees of safety of using the relevant
5 software product. Thus, the browser does not have all attributes required for the app store
6 functionality.

7 The Commission examined the arguments submitted by Google regarding the need to determine
8 the product boundaries as a set of basic applications (including Google Play) localised for their
9 distribution in the Russian Federation, and dismisses them on the following grounds.

10 Pursuant to the Market Analysis Regulation, establishing product features that determine
11 consumers' choice requires analysis of the product designation, including the purpose of its
12 purchase and its consumer features.

13 Software (applications) developed for mobile devices and defined as "a set of basic applications"
14 has different applied purposes and, in particular, combines basic and applied software. Each
15 software product being part of the basic set is used for solving specific tasks and has its own
16 functionality. On the basis of the above, the Commission concludes that the functionality of a set
17 of basic applications which includes both basic and applied software products has not been
18 determined.

19 As follows from the survey performed by Romir, the question "Which of the following
20 statements, in your opinion, most accurately describes the app store installed on your
21 smartphone?" prompted users to express their attitude to an app store. Respondents were offered
22 the following answering options: "a means for searching for and accessing necessary
23 applications", "an independent product", "other" and "difficult to say". However, the answers
24 received do not mean that it is not possible to distinct a separate market of "the pre-installed app
25 stores", since the offered answering options are not mutually exclusive and do not deny special
26 functionality of app stores.

27 Thus, a set of such software products as basic applications having no independent functionality is
28 indefinite and may not form a separate product market.

29 The Commission also notes that Google Play as an app store for OS Android is provided only to
30 manufacturers of mobile devices. End users of mobile devices are not able to
31 download Google Play independently from any source, i.e. they are not able to use it unless it is
32 pre-installed on the relevant mobile device by its manufacturer. Besides, Google Play does not
33 allow downloading app stores of other developers.

34 The Commission established, using, *inter alia*, the results of surveys performed by the All-
35 Russia Public Opinion Research Centre (VCIOM), and the parties to the proceedings have not
36 disputed that the pre-installation of software products on a mobile device is the most efficient

1 mechanism of distribution of software products, and subsequent self-installation of software
2 products (after the sale of a mobile device) occurs much less often than the use of pre-installed
3 software products.

4 Thus, an app store pre-installed on a mobile device has unique functionality as a software
5 product (application) and a customer value for manufacturers of mobile devices as a significant
6 and necessary feature of mobile devices required for their subsequent sale.

7 On the basis of the established functionality of such software product as an app store and the
8 conditions of its introduction into circulation, the Commission came to the conclusion that the
9 Analytical Report reasonably and correctly determined boundaries of the relevant market as the
10 pre-installed app store for OS Android localised for distribution in the territory of the Russian
11 Federation.

12 Taking into account the established fact that an app store may be pre-installed only by
13 manufacturers of mobile devices, manufacturers of mobile devices, which pre-install app stores
14 on the devices produced by them for the purpose of subsequent resale of app stores to end users
15 as a part of mobile devices, act as customers in this market. On the basis of the Analytical
16 Report, documents contained in the case file and explanations provided by the parties, the
17 Commission established that Google's share in the market for pre-installed app stores for OS
18 Android localised for distribution in the territory of the Russian Federation exceeds 50%
19 (58.18%), i.e. Google holds a dominant position in accordance with Article 5(1) of the
20 Competition Law. The Commission also notes that the Respondent's dominant position is
21 strengthened by the fact that it owns the rights to OS Android.

22 In the course of the examination of case No. 1-14-21/00-11-15, the Commission concluded that
23 Google's actions violate Article 10(1) of the Competition Law, and thus pursuant to the ruling
24 dated June 3, 2015, Google's actions examined by the Commission were additionally qualified
25 as falling under Article 10(1) of the Competition Law.

26

27 *Google's Anticompetitive Practices*

28 Google Play is distributed by Google only together with other applications and services
29 developed by Google (so-called GMS) by means of pre-installation on Mobile Devices
30 sold/designed for the sale in the territory of the Russian Federation. In order to obtain
31 Google Play, Google's counterparties (manufacturers of Mobile Devices, mobile network
32 operators and other undertakings ordering/interested in the production of Mobile Devices by
33 third party manufacturers) are required to comply with a number of restrictive requirements
34 imposed by Google, namely the following:

- 1 - mandatory acquisition of the entire Google Mobile Services suite as a condition for obtaining
2 Google Play;
- 3 - mandatory setting/pre-installation of Google Search as a default search engine in all search
4 entry points in respect of the general web search;
- 5 - advantageous placement of Google's applications on the screen of a Mobile Device;
- 6 <...>
- 7 - prohibition of the pre-installation of competing applications and services secured by a
8 remuneration payable by Google.

9 The existence of such restrictive conditions is evidenced by the contents of agreements entered
10 into by Google and submitted to the case file.

11 In particular, a set of the following agreements is entered into with counterparties:

- 12 - <...>;
- 13 - <...>;
- 14 - <...>.

15 Copies of the above-mentioned agreements entered into with counterparties doing their business
16 in the territory of the Russian Federation, <...> were submitted by the Respondent to the case file
17 upon the requests of the FAS of Russia.

18

19 *Google's Actions Related to the Promotion of Google Play (Bundling)*

20 The demand of end users of Mobile Devices for Google Play makes manufacturers interested in
21 its pre-installation on Mobile Devices produced by them.

22 In particular, the majority of users of Mobile Devices consider availability of an app store a
23 mandatory condition for the purchase of such device (according to the survey performed by
24 VCIOM, 63.3% of smartphone users and 67% of tablet users consider that, as well as 69% of the
25 respondents according to Romir (rf. Schedule 3 to Google's motion dated July 3, 2015,
26 No. 66473/15).

27 According to the information provided by the Respondent, there are no devices in the Russian
28 market without pre-installed Google Play, except for a number of devices the market share of
29 which is negligible.

30 Thus, availability of Google Play is actually a necessary requirement for the production and sale
31 of a competitive Mobile Device.

1 Manufacturers of devices are not able to obtain Google Play separately from other applications
2 from the GMS suite.

3 <...>

4 This is also confirmed by the correspondence <...> provided by the Applicant to the FAS of
5 Russia (rf. Schedules 17, 25, 47, 64 to the submission of Yandex LLC dated March 31, 2015,
6 incoming No. 30740-ДСП/15).

7 Google itself confirmed that it is possible to acquire Google Play only as part of a bundle
8 together with other applications forming the GMS suite (rf. response dated June 26, 2015,
9 incoming No. 63977/15).

10 At the same time, the requirement to pre-install the entire GMS suite applies to all the OS
11 Android based mobile devices produced by a specific manufacturer.

12 Google determines the contents of the GMS suite at its own discretion and changes it from time
13 to time. Currently GMS includes a search engine (Google Search), a browser (Google Chrome),
14 an email client (Gmail), a mapping application (Google Maps), a video hosting application
15 (YouTube), a social network application (Google+), a calendar (Google Calendar), a video app
16 (Google Camera), a cloud storage app Google Drive, a music app Google Play Music, a video
17 viewing app Google Play Music and TV, a book reading app Google Play Books, a news app
18 Google Newsstand, a blogs and magazines application Google Magazines, a gaming application
19 Google Play Games, an application for exchanging messages Google Hangouts and a number of
20 other Google's applications and services.

21 The applications that are part of the GMS suite may operate independently from each other. Any
22 application within GMS may be replaced with an alternative (competing) application without
23 losing functionality of both the other GMS applications and the Mobile Device as a whole.

24 Use of the individual GMS applications does not require availability on a Mobile Device of other
25 applications from the same suite, i.e. the GMS applications could be downloaded by users
26 from Google Play without any damage to their functionality just like any other applications of
27 other developers.

28 The above-mentioned statements are confirmed by the following:

29 - Technical Report of the Moscow State University of Radio Engineering, Electronics and
30 Automation (MIREA/MGUPI) (pp. 15-17): "...the pre-installation of one or several of such
31 applications on a mobile device is not a prerequisite for the operation of other applications. The
32 only thing that they have in common is their developer (Google) as well as, generally, the usage
33 of one package of app interfaces, Google Play Services. Besides, Google's applications (such as
34 Gmail, YouTube, Chrome, etc.) may be installed and operate separately on other operating
35 systems (e.g. on iOS used on mobile devices manufactured by Apple) without any problems";

1 “...the applications included by Google in the GMS package may be technically separated both
2 from each other and from Google Play. From the technical point of view, all the components
3 required for the interaction with Google’s services may be available for developers to
4 incorporate them into the application itself”;

5 - Google’s response to the request of the FAS of Russia dated July 16, 2015, incoming
6 No. 71669/2015: “from the technical point of view, for Google’s applications downloaded via
7 Google Play to run on a device, it is sufficient to have Google Play and the Google Play Services
8 component on such device”; “it is technically possible to pre-install and correctly run on the OS
9 Android based devices applications of different developers (including those with similar
10 functionality)”;

11 “it is technically possible for users to download applications from the GMS suite
via Google Play, proper operation of such applications does not require their pre-installation”;

12 - Oral clarifications provided by Google’s representatives at the hearing in the case on June 1,
13 2015: “both pre-installed applications and those downloaded via Google Play work in the same
14 way, there is no difference and they have the same functionality”.

15 This being said, there is no confirmation of the Respondent’s argument that the
16 GMS applications are designed to run as a whole, due to the existence of some special
17 interconnection between them. On the contrary, in its written clarifications on the merits of the
18 case dated August 26, 2015, Google states that upon the replacement of one GMS application
19 with a competing application, the existing connections between various types of applications
20 remain (e.g. connections between a search engine and maps or between a calendar and an email
21 client), and users “not satisfied with the convenience of any separate Google’s service may
22 deactivate it and/or replace it with a similar application offered by a third party developer”. Thus,
23 pre-installation of a competing application instead of one of the GMS applications would not
24 damage functionality of other Google’s applications and services or any interconnections
25 between them.

26 Besides, during the hearings Google has also confirmed that functionality of pre-installed
27 applications and applications downloaded by users independently is the same, which is an
28 additional evidence of the absence of the need to pre-install all applications and services from the
29 GMS suite.

30 Google’s applications and services are pre-installed due to Google’s policy of the distribution of
31 Google Play bundled with other applications and services from the GMS suite on the majority of
32 Mobile Devices sold in the territory of the Russian Federation.

33

34 *Requirement of Setting/Pre-Installation of Google Search as the Default Search Engine*

1 In addition to the bundled purchase of Google Play and the other GMS applications, Google also
2 imposes additional requirements related to the pre-installation of Google Play, such as the
3 mandatory setting/pre-installation on a Mobile Device of the following:

4 <...>

5 Default search means a special setting of an application using functionality of general search in
6 the Internet selected by the manufacturer of the relevant Mobile Device or by the software
7 developer, with the search engine selected by the manufacturer or software developer presenting
8 search results upon user's request (e.g. in case of any search via the browser's address bar).
9 Default search also applies to the situation where a manufacturer of a device installs a search
10 application with the widget (search box) placed on the home screen, as well as where the home
11 screen application (launcher) contains a search box of the relevant search engine provider.

12 Default search for all the search entry points available on a Mobile Device usually means that
13 upon the purchase of such Mobile Device all the Internet search options available to a user on the
14 device may be exercised only via Google Search (unless a user subsequently changes this setting
15 for each separate application which uses the Internet search functionality). <...>

16 There are no technical reasons for making Google's search the default search engine for any
17 device. This is confirmed by technical experts (pp. 15-16 of the Technical Report of the Moscow
18 State University of Radio Engineering, Electronics and Automation (MIREA/MGUPI)) as well
19 as by the Respondents themselves (at the hearing of the Commission of the FAS of Russia held
20 on July 2, 2015, a representative of Google confirmed that if the default search engine is changed
21 from that of Google to an alternative one, the GMS applications would continue running
22 correctly).

23 At the same time, the existence of restrictions in the form of making Google's search the default
24 search engine is confirmed by <...> (Schedules 18, 27, 29, 50, 51, 52, 55, 56, 57, 62, 63, 65, 66
25 and 72 to the letter of Yandex LLC dated March 31, 2015, incoming No. 30740-ДЦИ/15) as well
26 as by Google itself (at the hearing of the Commission of the FAS of Russia held on July 2,
27 2015).

28

29 *Requirement of the Priority Placement of Google's Applications*

30 Google requires from a manufacturer of Mobile Devices wishing to pre-install Google Play on
31 its devices the following requirements to placement of Google's applications <...>.

32 Pursuant to the clarifications provided by Google's representatives at the hearing of the
33 Commission held on July 2, 2015, Google does not dispute advantages of a priority placement of
34 applications on a Mobile Device, namely, that the priority placement increases probability of
35 using Google's applications.

1 Analysis of correspondence between Yandex LLC and manufacturers of Mobile Devices
2 submitted to the materials of the case allows to conclude that Google is also prohibiting the
3 installation of competing search widgets on the second screen or pre-installation of other
4 applications using a competing search engine (Schedules 1-2 to the additional materials
5 submitted by Yandex LLC on July 2, 2015, incoming No. 66236-ДСП/15).

6

7 *Prohibition of the Pre-Installation of the Competing Applications*

8 <...>

9 The Commission has established that <...>.

10 Other agreements entered into between Google and manufacturers of Mobile Devices also
11 provide for restrictions on the pre-installation of applications, products and services developed
12 by competitors which are secured by Google's paying a remuneration in the form of sharing
13 income received from mobile advertising (<...>)

14 <...>

15 Specific refusals to pre-install Yandex's applications and services by <...> were
16 recorded <...> (Schedules 8, 49, 7, 61 to the response of Yandex LLC to the request of the FAS
17 of Russia dated January 30, 2015).

18 <...>

19

20 *Anti-Fragmentation*

21 Google introduced certain procedures that are applied for ensuring the compliance by
22 manufacturers with the requirements <...>. Such as, for example, anti-fragmentation
23 requirements <...>. In addition to including anti-fragmentation requirements in <...>, Google is
24 also entering into separate anti-fragmentation agreements with manufacturers of Mobile Devices
25 pre-installing applications and services within the GMS suite <...>

26 <...>.

27 The term "OS Android fragmentation" is unclear and is not defined anywhere. Technical experts
28 confirm that any deviations that are not approved by Google may be treated as fragmentation,
29 including any installation on a Mobile Device of mobile applications and services not being part
30 of GMS, as well as the production of devices without the GMS suite by a manufacturer which
31 has an agreement with Google containing anti-fragmentation requirements (p. 25 of the
32 Technical Report of the Moscow State University of Radio Engineering, Electronics and
33 Automation (MIREA/MGUPI)). This conclusion is also confirmed <...> by the applicant <...>

1 (Schedules 6, 25, 72 to the letter of Yandex LLC dated March 31, 2015, incoming No. 30740-
2 ДСП/15).

3 Thus, by using the prohibition of fragmentation and creating a situation, where any production of
4 devices without GMS and/or with the pre-installed competing applications and services results in
5 high risks and uncertainty for manufacturers, Google ensures the implementation of its practices
6 as described above.

7

8 Based on the analysis of the above-mentioned facts, the Commission came to the following
9 conclusions:

10 Google's practice of bundling the Google Play app store, in relation to which Google enjoys a
11 dominant market position, with the other GMS applications which usually face competition,
12 without any technological reasons for it, restricts access of undertakings competing with Google
13 to several markets where the GMS applications and services are circulating, and subsequently
14 may result in squeezing such undertakings out from such markets. In particular, as noted in the
15 Analytical Report, the market for the pre-installed app stores for OS Android localised for Russia
16 is characterized by high entry and expansion barriers which are hard to permeate. This hinders
17 successful entry to the app store market by competitors and the ability of competitors to
18 successfully enter and maintain their presence in the markets for mobile applications and
19 services where mobile applications and services included in GMS are circulating, is also
20 considerably impaired.

21 As a result of the practice of bundling, Google is able to provide for the pre-installation of a
22 significant set of its applications and services without paying any remuneration to manufacturers
23 for it. Competing software developers, in turn, are deprived of an opportunity to pre-install their
24 applications and services together with Google Play on the same terms as Google's applications
25 and services. Restricted access results in squeezing out competitors from the markets where the
26 GMS applications and services are circulating.

27 The consequences described above are possible due to the fact that the pre-installation is the
28 most effective promotion channel for mobile applications and provides for the widest coverage
29 and frequency of use of applications on Mobile Devices, based on the following:

30 - guaranteed presence on a significant number of devices (according to the information submitted
31 to the case file, in 2014 in Russia there were about 25.6 million Mobile Devices with pre-
32 installed Google Play and the other GMS applications and services);

33 - high frequency of use (according to the VCIOM survey, more than 50% of respondents are
34 using the Google Chrome browser on a daily basis. Other browsers for OS Android are used
35 much less often);

1 - passive behaviour of users (end users usually do not change pre-installed applications and
2 services and do not download similar applications independently (according to the VCIOM
3 survey, Schedules 7, 8, 9 and 10 to the Additional Clarifications provided by Yandex LLC on
4 May 29, 2015) which is confirmed by the survey conducted by Romir upon Google's
5 request (slide "Attitude to the Basic Set of Applications", Schedule 3 to Google's motion to
6 postpone the hearing dated July 3, 2015).

7 The priority role of the pre-installation in comparison with other means of promotion of mobile
8 application, even taken together, is also confirmed by other materials in the case file (Schedules
9 2 and 3 to the letter of Yandex LLC dated May 29, 2015, incoming No. 53978/15; CRA
10 economic report) and is not denied by Google.

11 In addition to the factors described above, it is also necessary to note the following:

12 - many developers of mobile applications do not distribute their applications via websites.
13 Google itself also does not use this channel. Besides, the OS Android based devices have settings
14 which hinder downloading of applications from developers' websites. We mean notifications
15 that the downloaded programme may cause harm to the device, which results in a significant part
16 of users' refusal to download applications from any sources other than the pre-installed
17 Google Play app store;

18 - downloading of applications from any sources other than developers' websites and app stores is
19 usually not allowed. This policy is followed not only by Google, but by many other developers
20 as well. Besides, downloading from other sources requires several additional steps from the side
21 of users (i.e. the search for the relevant application and certain technical manipulations) and
22 more serious technical knowledge than it is required for using an app store (in particular, users
23 need to change settings of their Mobile Devices so as to enable installation "from unknown
24 sources"). At the same time, direct downloading or use of a pre-installed application from an app
25 store does not require such actions: thus, the existence of a pre-installed application on a device
26 in itself discourages any search for and downloading of any alternative application (irrespective
27 of its quality) from other external sources;

28 - such distribution channel as an app store is also incomparable with the pre-installation. As
29 noted above, end users usually do not change pre-installed applications and services and do not
30 download similar applications independently (according to the VCIOM survey, Schedules 7, 8, 9
31 and 10 to the Additional Clarifications provided by Yandex LLC on May 29, 2015; survey
32 conducted by Romir upon Google's request: slide "Attitude to the Basic Set of Applications" -
33 Schedule 3 to Google's motion to postpone the hearing dated July 3, 2015). Thus, the pre-
34 installation of mobile applications and services on devices ultimately provides for a wider
35 coverage and frequency of use of the relevant applications and services.

1 The effect of the pre-installation is enhanced by the absence of an option to delete Google's
2 applications and services pre-installed on a Mobile Device. According to the information
3 provided by Google itself, such applications may only be deactivated but they are maintained on
4 devices (rf. Google's response to the request of the FAS of Russia dated June 26, 2015, incoming
5 No. 63911/15). There are also no technical reasons for the absence of any options to delete the
6 pre-installed Google applications that are part of the GMS suite: Google's applications
7 downloaded from Google Play may be deleted by users unlike the very same applications which
8 were previously pre-installed.

9 Thus, as a result of described Google's actions aimed at bundling Google Play with the
10 other GMS applications, the pre-installation channel has entirely been reserved for Google.

11 Google receives this competitive advantage for free due to its market power over Google Play.

12 The chosen method of product promotion (bundling) limits pre-installation options for
13 competing applications and, as a result, may result in the restriction of competition in accordance
14 with Article 4(17) of the Competition Law – namely, the decrease in number of undertakings not
15 forming the same group in the product market.

16 The Commission does not agree with the Respondent's argument according to which the
17 GMS suite was developed and is being promoted solely together with Google Play in response to
18 expectations of end users and manufacturers. Users' expectations and that of expectations
19 manufacturers of Mobile Devices, which derive from users' expectations, come down to certain
20 functionality of a device and a basic set of applications required for its implementation (such as
21 maps, email and an app store), rather than to receiving applications of a specific developer (other
22 than the Google Play app store). This statement is confirmed by the materials provided by the
23 Respondent (i.e. pursuant to the survey conducted by Romir upon Google's request, more than
24 50% of the respondents (together with those who do not consider the difference to be crucial), as
25 opposed to the rest of 39%, do not think that the basic set should be comprised of applications of
26 a single developer). Besides, the VCIOM survey presented by the Applicant also confirms that
27 users would like to be able to change (select, delete) the pre-installed services. In this regard,
28 packaging is just one of the ways of offering products to manufacturers which should be able to
29 fill their devices with applications and services of one or several developers at their own
30 discretion.

31 Potential consent of Google's counterparties to the conclusion of agreements containing terms
32 and conditions restricting competition is also irrelevant for the merits of this case, especially
33 since manufacturers of Mobile Devices are not able to obtain Google Play other than by entering
34 into an agreement with Google.

35 The Commission notes that packaging as a means of promotion is not, in itself, a violation of
36 legislation, but becomes an unlawful bundling if a dominant product is included in the package,

1 and customers are not able to purchase it independently. For example, the Applicant was
2 distributing the Yandex.Kit suite, which also included a set of applications for Mobile Devices.
3 However, in addition to distributing Yandex.Kit, manufacturers were also able to purchase
4 separately the applications developed by Yandex and included in Yandex.Kit.

5
6 *Priority Placement*

7 By introducing requirements regarding the priority placement of its applications which are to be
8 complied with in order to obtain Google Play, Google is creating significant competitive
9 advantages for its applications.

10 Priority placement of applications on the screen of a Mobile Device directly affects the
11 frequency of their use: when applications' icons are located on the home screen of a device,
12 users are using such applications more frequently than the applications, icons of which are
13 located on the second (and subsequent) screen(s). In particular, the FAS of Russia reviewed the
14 information on the change in the share of search of the search engine offered by Yandex LLC
15 depending on the method of its installation (Schedule 4 to the letter of Yandex LLC dated May
16 29, 2015, incoming No. 53978/15). It was shown that, when the search widget is located on the
17 home screen, the share of search requests processed by it increases by several times in
18 comparison with the situation where there was no pre-installation.

19 The Respondent's argument that the requirement regarding the priority placement of mobile
20 applications that are part of the GMS suite does not limit competitors' rights since competitors
21 are still able to place their applications on the screen of a Mobile Device on similar conditions, is
22 not confirmed by the materials in the case file.

23 Thus, the placement of applications' icons on the home screen has a significant influence on the
24 frequency of use of the relevant applications and services.

25
26 *Pre-Installation of Google's search as a Default Option*

27 Users of Mobile Devices are usually using what is available on their Mobile Devices by default.
28 This is confirmed by the VCIOM survey (the majority of respondents (67.2%) have not changed
29 the search engine installed in the smartphone browsers by default (and only a quarter of
30 respondents made such change)). There are similar data for the tablet users (65.8% of
31 respondents did not change their default search). Moreover, when answering the question what
32 method(s) the respondents use for searching the Internet, the majority of respondents (67.5% of
33 the smartphone users and 68.1% of the tablet users) replied that they were using an address bar
34 of their browser, and more than one third (35.1% of the smartphone users and 35.2% of the tablet
35 users) stated that they were using a search widget on the home screen. Only 17-18% of

1 respondents stated that they were using the search system's website (i.e. they were not using the
2 default search functionality).

3 Manufacturers of Mobile Devices reject the requests of other developers to install any competing
4 search as the default search engine (rf. Schedules 18, 27, 29, 31, 32, 50, 51-52, 55-56, 57, 62, 63,
5 65-66 and 72 to the response of Yandex LLC to the request of the FAS of Russia dated March
6 31, 2015, incoming No. 30740-ДСП/15), and to pre-install competing applications on the home
7 screen (rf. Schedules 10, 18-19, 27, 28, 29, 32, 50, 51-52 and 57 to the letter of Yandex LLC
8 dated March 31, 2015, incoming No. 30740-ДСП/15), referring to the relevant restrictions
9 imposed by Google.

10 The above-mentioned circumstances hinder access of competing undertakings to the search
11 market, which may potentially result in the restriction of competition due to the decrease of the
12 number of undertakings present in the relevant market.

13

14 *Introduction of the Requirement to Refrain from the Pre-Installation of Competing Applications*
15 *and Services Secured, inter alia, by a Remuneration Payable by Google*

16 The fact that counterparties manufacturing Mobile Devices are provided with Google Play for its
17 pre-installation on their Mobile Devices subject to the compliance with the prohibition of the
18 pre-installation of applications, products and services developed by other undertakings is
19 evidenced by the following:

20 - <...>;

- 21 • prohibition of the pre-installation of applications, products and services developed by
22 third parties secured by a remuneration payable by Google pursuant to the RSA. Thus,
23 entering into agreements providing for the payment of bonuses and other forms of
24 remuneration, including those for the promotion, in exchange for the refusal to purchase
25 competitors' products is usually against the requirements of honesty, reasonableness and
26 fairness and may be considered an act of unfair competition. At the same time, payment
27 of a part of income from mobile advertising by a developer of applications and services
28 to a manufacturer as a remuneration for the services of the pre-installation on Mobile
29 Devices (during a fixed term, on specific models, etc.) may in itself not be considered as
30 an unfair practice, since it is aimed at securing representation and promotion of this
31 developer's products and has no direct influence on competitors' products.

32 <...>.

33 Pursuant to the above, such terms of the Google Play acquisition should also be qualified as a
34 market power abuse by Google in breach of Article 10(1) of the Competition Law, since they
35 could potentially result in the restriction of competition as a result of the decrease in the number

1 of undertakings competing with Google in several markets. In particular, this is because
2 payments are made not for the promotion of Google's applications and services, but for the
3 refusal to cooperate with Google's competitors.

4 Upon the examination of Google's anticompetitive practices, the Commission has established
5 that, by virtue of Google's dominant position in the market for pre-installed app stores, as well as
6 by establishing privileged conditions for its applications ensuring the priority use of Google's
7 applications by users as if the Respondent were the only application supplier, Google influences
8 general terms of the product circulation in adjacent product markets.

9

10 *Non-Applicability of Exemptions for Exercising the IP Rights*

11 In spite of the Respondent's arguments, the exemption stipulated by Article 10(4) of the
12 Competition Law does not apply in this case, since GMS is not a single object of exclusive rights
13 (it is not a software complex, a single programme, multimedia product or a composite work), and
14 the restrictions introduced by Google in <...> are out of the scope of the exclusive rights to
15 separate Google's applications. Relevant pieces of evidence were also submitted by the
16 Applicant to the case file.

17 GMS comprises three groups of elements (Google Play (application software required for
18 searching for, purchase, installation and updating of various applications); several additional
19 applications (application software); as well as a set of system programmes
20 (Google Play Services)) solving tasks in various subject domains. Each such programme is
21 performing its own complete function and the system of such programmes is not forming a
22 software package, and for the same reason GMS is not a composite work for the purposes of
23 Article 1260 of the Russian Civil Code (see the legal opinion of the Moscow State Law
24 University dated September 2, 2015).

25 Each separate computer programme (application) is an independent object of exclusive rights,
26 and the relevant exclusive rights cover only the use of such programme rather than the whole
27 range of business activities connected with it. Thus, the subject of any agreement by which the
28 granting of the right to use a programme is executed may include only the description of the
29 scope of the programme use. Any other aspects of relations between the parties which may also
30 be governed by a license agreement would be out of the scope of the license-related legal
31 relations. This position is based on the provisions of applicable civil legislation and is supported
32 by the court practice.

33 We also dismiss the Respondent's argument that the requirements set out in <...> in relation to
34 the placement and customising of the GMS applications are valid due to the exercise by Google
35 of exclusive rights to registered and protected trade marks in relation to the GMS applications
36 and web services, since the exercise of the exclusive right to each trade mark is limited by the

1 description of the scope of use of such trademark. Moreover, Google provided no evidence of
2 registration of licencing any trademarks the rights to which, according to Google, were granted
3 to manufacturers. In accordance with Article 1232(6) of the Russian Civil Code, in such case
4 granting of exclusive rights is deemed void, which makes it impossible to refer to exercising
5 exclusive rights to any trademarks.

6 Besides, it is necessary to note that Google does not dispute that the exemption provided for by
7 Article 10(4) of the Competition Law does not apply to actions in relation to a product developed
8 by using the exclusive IP rights (rf. Google's written clarifications dated August 26, 2015). At
9 the same time, Google's actions in question are mostly connected with the prohibition of
10 manufacturing and sale of devices by manufacturers if they fail to comply with all the restrictive
11 practices imposed by Google.

12 Moreover, the situation in question is concerned with restrictions and prohibitions introduced by
13 the Respondent in relation to third party computer programmes (i.e. prohibition of the pre-
14 installation of programmes developed by Google's competitors on the same conditions as
15 applications from the GMS suite), that is, in relation to the actions performed in relation to the
16 objects to which the right of use is not provided under an agreement. Since third party computer
17 programmes are involved, none of the parties to an agreement <...> has an exclusive right to such
18 programmes, and thus such prohibition is in no way connected with the existence or exercise of
19 exclusive rights (Expert Opinion dated June 30, 2015 No. 373-II).

20 Thus, Google holding a dominant position in the market of pre-installed app stores for OS
21 Android provided Google Play to its counterparties manufacturing Mobile Devices for the pre-
22 installation on the OS Android based Mobile Devices designated for the introduction into
23 circulation in the territory of the Russian Federation, under the following conditions:

- 24 - mandatory pre-installation in combination with Google Play of a suite of other applications,
25 products, services of Google;
- 26 - mandatory pre-installation on Mobile Devices and/or setting on Mobile Devices together with
27 Google Play of Google's search as the default search engine;
- 28 - mandatory placement of other Google's applications subject to the pre-installation together
29 with Google Play strictly in specific places on the Mobile Device's displays;
- 30 - adherence to the restriction to pre-install applications, products, services developed by other
31 undertakings secured, *inter alia*, by provision of remuneration or other monetary stimulation by
32 Google, which resulted or may have resulted in the restriction of competition.

33 Article 10(1) of the Competition Law prohibits any actions of an undertaking holding a dominant
34 position which result or may result in the prevention, restriction or elimination of competition.

35 <...>.

1 The Commission found no confirmations of performance by Google LLC of any actions posing
2 an abuse of its dominant position.

3 Since the Commission has established that the actions of Google Inc. and Google Ireland
4 Limited that hold a dominant position in the market for pre-installed app stores for OS Android
5 localised for distribution in the territory of the Russian Federation result in the restriction of
6 competition in adjacent markets, the relevant actions of the said companies fall under the
7 provision of Article 10(1) of the Competition Law.

8 The case under Article 14(1) of the Competition Law in respect of the actions in question is
9 dismissed.

10 The Commission examining the case No. 1-14-21/00-11-15, acting pursuant
11 to Article 23, Article 39(1), Article 41(1-4), paragraph 2 of Article 48(1) and Article 49(1) of the
12 Federal Law No. 135-FZ dated July 26, 2006, “On the Protection of Competition”,

13

14 RESOLVED:

15

16 1. To recognise actions of Google Inc., Google Ireland Limited (hereinafter - Google) amounting
17 to provision of Google Play app store to counterparties - manufacturers of Mobile Devices for
18 pre-installation on mobile devices operated by Android operating system designated for
19 introduction into circulation on the territory of the Russian Federation, under the following
20 conditions:

21 - mandatory pre-installation in combination with the Google Play application store of a suite of
22 other applications, products, services of Google;

23 - mandatory pre-installation on Mobile Devices and/or setting on Mobile Devices in combination
24 with the Google Play application store of Google Search as the default search engine;

25 - mandatory placement of other Google applications subject to pre-installation in combination
26 with the Google Play app store strictly in certain places on the Mobile Device’s display;

27 - adherence to restriction to pre-install applications, products, services developed by other
28 business entities secured, *inter alia*, by provision of remuneration or other monetary stimulation
29 by Google, which led or may lead to restriction of competition and violation of Article 10(1) of
30 the Federal Law dated July 26, 2006 No. 135-Φ3 “On Protection of Competition”.

31 2. To dismiss the case against Google LLC due to absence of violation of antimonopoly
32 legislation in actions examined by the Commission.

1 3. To issue the prescription to Google on cease of abuse of dominant position and taking actions
2 to facilitate competition.

3 4. To dismiss the case No. 1-14-21/00-11-15 on violation by Google of Article 14(1) of Law on
4 Protection of Competition due to absence of violation of antimonopoly legislation in actions
5 examined by the Commission.

6

7

8 PRESCRIPTION

9 on case No. 1-14-21/00-11-15

10

11 September 18, 2015 Moscow

12

13 Commission of the FAS of Russia for review of the case No. 1-14-21/00-11-15 on violation of
14 antimonopoly legislation comprising of: <...> (the “Commission”),

15 pursuant to Article 23, Article 39(1), Article 41(4), Article 50 of the Federal Law No. 135-Φ3
16 “On Protection of Competition” dated July 26, 2006 (the “Law on Protection of Competition”),
17 based on its decision dated September 18, 2015, on the case No. 1-14-21/00-11-15 for violation
18 by Google Inc. (1600 Amphitheatre Parkway, Mountain View, CA 94093 USA), Google Ireland
19 Limited (Gordon House, Barrow Street, Dublin 4, Ireland) of Article 10(1) of the Law on
20 Protection of Competition,

21

22 PRESCRIBES:

23

24 1. Google Inc. and Google Ireland Limited to cease by November 18, 2015 violation of Article
25 10(1) of the Law on Protection of Competition in the form of provision of Google Play
26 application store to counterparties – manufacturers of mobile devices for pre-installation on
27 mobile devices operated by Android operating system (“OS Android”) designated for
28 introduction into circulation on the territory of the Russian Federation, under the following
29 conditions:

30 1.1. adherence to restriction to pre-install applications, products, services developed by other
31 business entities, including as may be ensured by provision of remuneration or other monetary

- 1 stimulation by Google to counterparties – manufacturers of mobile devices operated by Android
2 OS;
- 3 1.2. mandatory pre-installation in combination with the Google Play application store of a suite
4 of other applications, products, services of Google;
- 5 1.3. mandatory pre-installation in combination with the Google Play application store on mobile
6 devices, and/or setting on mobile devices, of Google search as the default search engine;
- 7 1.4. mandatory placement of other apps of Google subject to pre-installation in combination with
8 the Google Play application store strictly in certain places on the mobile device’s display.
- 9 2. Google Inc. and Google Ireland Limited shall desist from conditioning pre-installation of the
10 Google Play application store provided to counterparties – manufacturers of mobile devices
11 operated by Android operating system for mobile devices operated by Android operating system
12 and designated for introduction into circulation on the territory of the Russian Federation, upon
13 the following:
- 14 2.1 mandatory pre-installation of other applications, products, services of Google;
- 15 2.2. mandatory placement of other Google’s applications subject to pre-installation in
16 combination with the Google Play application store on the main screen or one level beyond the
17 main screen;
- 18 2.3. mandatory pre-installation in combination with the Google Play application store on mobile
19 devices, and/or setting on mobile devices, of Google search as the default search engine;
- 20 2.4. adherence to the prohibition to pre-install applications, products, services developed by
21 other business entities, including as may be ensured by provision of remuneration or other
22 monetary stimulation by Google to counterparties – manufacturers of mobile devices operated by
23 Android OS.
- 24 3. Google Inc. and Google Ireland Limited shall by November 18, 2015 take all actions
25 necessary to introduce amendments into all the effective contracts/agreements containing
26 requirements set out in paragraph 1 of this Prescription entered into by or on behalf of Google
27 Inc. and Google Ireland Limited with counterparties – manufacturers of mobile devices operated
28 by Android OS designated for introduction into circulation on the territory of the Russian
29 Federation.
- 30 4. Google Inc. shall by November 18, 2015, inform users of mobile devices operated by Android
31 OS distributed on the territory of the Russian Federation of the possibility to deactivate pre-
32 installed applications of Google, change search engine in the Google Chrome browser, of the
33 possibility to set other search widget and install other applications similar to those comprising

- 1 GMS package, as well as of the possibility to change arrangement of icons on the screen of a
- 2 device, in a form of notification to be demonstrated on the screen of the mobile device.
- 3 5. Google Inc. and Google Ireland Limited shall within 10 days from the moment of execution of
- 4 this Prescription inform FAS of Russia in writing of such execution and attach the respective
- 5 evidence in due form.