

DMA.100204 – Apple – Operating Systems – iOS – Article 6(7) – SP – Process

Decision of 19 March 2025 – Final Measures

Non-Confidential Version

[This version has been adapted for publication. Only the adopted decision is legally binding.]

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1. TRANSPARENCY OF IOS AND IPADOS FEATURES RESERVED TO APPLE

1.1. Queries for technical references

- (1) Apple shall increase transparency on reserved features accessed or controlled via iOS or iPadOS and available to, or used by, Apple’s services and hardware.
- (2) To that end, Apple shall establish a program whereby any interested developer¹ may submit a reasoned query (hereinafter referred to as “reference query”) in response to which Apple shall produce a technical reference. This reference shall offer the developer insight and details about the way iOS or iPadOS enables hardware and software features controlled via iOS or iPadOS for Apple’s and third-party hardware and services, including features (including their functionalities) that are currently reserved to Apple’s hardware and services.
- (3) In the reference query, the developer shall, based on the information available to them, provide context on their query and the assistance they seek, such as the feature, functionality, or desired outcome for which they seek technical information. Apple may require the developer to explain the relevance of the technical reference for the purpose of submitting an interoperability request.
- (4) In the technical reference, Apple shall include the information relevant for the developer to obtain the aforementioned insight. This includes at least: (i) descriptions of the features (including their functionalities) enabled by the frameworks relevant to the developer’s reference query; (ii) whether the features (including any of their

¹ Apple may require that developers are part of Apple’s Developer Program in order to submit a reference query.

functionalities) are enabled by private frameworks; and (iii) a list of Apple's services and hardware to which relevant frameworks are available.

- (5) Whenever the information referred to above already exists in the public developer documentation made available by Apple, Apple may simply refer the developer to that documentation.
- (6) Apple shall not require developers to submit a reference query before submitting an interoperability request. It shall, irrespective of whether the developer has submitted a reference query, engage in good faith with the developer to understand and address the developer's interoperability request, in line with Section 2 of this Annex.
- (7) Within 20 working days from the receipt of a reference query, Apple shall provide the developer with the technical reference described in paragraph (2) of this section. In exceptional cases where, due to a significant number of parallel reference queries from the same developer, Apple would not be able to provide the technical reference within 20 working days, it shall inform the developer and notify the Commission as early as possible and shall explain the objective reasons for such delay. Apple shall ensure that the delay in such situation is as limited as possible.
- (8) After responding to the developer's reference query, Apple shall make the technical reference available to other developers through the developer portal in a structured manner. Where the information provided by Apple to the developer who submitted the reference query contains information that would be relevant only in relation to that reference query, and to the extent that Apple, or the developer concerned, consider that this information constitutes a business secret whose disclosure would harm their legitimate interests, the information shall be excluded from the technical reference that is made available to other developers. In such cases, Apple shall inform the Commission, indicating which information is excluded, and explaining how its disclosure would harm Apple's, or the developer's, legitimate interests.
- (9) An audit of the actions taken by Apple to comply with the measure laid down in this Section shall be undertaken every year. To that end, an independent expert or organization with proven expertise in the analysis of operating systems shall be appointed by Apple on the basis of criteria defined by the Commission in order to conduct an audit of the actions taken by Apple to comply with the obligations laid down in this Section, in particular the organisation and process put in place by Apple and how Apple handled queries. Where appropriate, the auditor shall collect feedback from developers who have used this mechanism on their experience; and shall make recommendations. The auditor may ask the Commission for clarifications regarding the methodology and scope of the audit. Apple shall bear the costs of the audit. Apple shall cooperate in good faith with the auditor and shall provide access to the necessary internal information and resources. Apple shall take into account the recommendations made in this audit with a view of ensuring that developers are receiving timely and useful responses to their reference queries. The report of the auditor shall be communicated to Apple and to the Commission. The auditor, with the assistance of Apple, shall prepare a non-confidential summary of the main findings and conclusions of the audit report. This summary will be subject to a final review by Apple to ensure that it contains no business secrets. This non-confidential summary shall be included in the report published by Apple pursuant to Section 5.3, paragraph 52(c) of this Annex.

2. EFFECTIVENESS AND TRANSPARENCY OF THE PROCESS VIS-À-VIS REQUESTING DEVELOPERS

2.1. Support for developers interested in interoperability

- (10) Apple shall put in place a structured, adequately documented process setting out how interoperability requests will be received, acknowledged, assessed and responded to. To this end, Apple shall provide a publicly accessible support webpage which shall contain up-to-date information including:
- (a) clear and detailed information on how to submit a request, what information the developer should provide in the request form, a description of the phases and their deadlines as well as a clear description of the criteria and considerations for the assessment of the request in the various phases, including an example of a fully completed request;
 - (b) guidance on whom developers can contact and how, if they have any questions on the request process or their pending request; and
 - (c) clear information about the measures that Apple would be taking with respect to protecting confidential information of the developer (cf. Section 5.2.2 below).

2.2. Communication, updates and feedback on the request

2.2.1. Contact point and response time

- (11) Apple shall put in place a reliable, accessible and adequately staffed contact point facilitating two-way communication. Apple shall ensure that developers receive timely assistance and clarification on the request-based process.
- (12) Apple shall respond within **5 working days** to inquiries from developers regarding the request-based process or their interoperability requests.
- (13) Apple shall keep developers sufficiently informed throughout the request-based process. Apple shall notify developers whenever there is a change to the status of their request, including in relation to any updates regarding the timelines outlined in section 5.1. Further, these notifications shall be specific and detailed enough to enable developers to adjust and respond to any changes rapidly.
- (14) Apple shall maintain a dedicated space on its developer portal where the developer can directly and independently access all relevant information relating to the status of their interoperability request, including, but not limited to, information about the request's current phase, information already submitted, any communication of feedback provided to the developer, expected timelines, and contact details.

2.2.2. Feedback mechanism on the envisaged interoperability solution

- (15) Apple shall at the end of Phase II (cf. Section 5.1.2 below) provide the opportunity to developers to provide feedback on the envisaged interoperability solution and Project Plan and take due account of such feedback in accordance with paragraphs (16)(a)-(16)(b).
- (16) Apple shall put developers in a position to effectively provide the feedback set out in paragraph (15) in accordance with the timelines outlined in Section 5.1 and in particular paragraphs (34)-(37). To that end, the Project Plan shall contain in particular:
- (a) Sufficiently detailed information on the envisaged interoperability solution. The developer should be able to ascertain if all aspects of its interoperability request

are addressed, and that the solution is at least equally effective as the solution used by Apple. In particular, where Apple has made available information to developers pursuant to Section 1.1 of this Annex, Apple shall provide the developer with the reference to the relevant information; and

- (b) Where Apple considers that it is strictly necessary and proportionate to introduce mitigation measures to ensure that interoperability does not compromise the integrity of the operating system, hardware and software features (cf. paragraph (26) below), Apple shall provide together with the Project Plan an explanation for its integrity concerns, and shall clearly explain what measures it intends to take to mitigate those concerns, and how those measures are strictly necessary and proportionate. In exceptional cases where integrity risks could not be identified in the context of preparing the Project Plan and which only arose in the development context, Apple shall inform the developer without delay. In such cases, the developer should be entitled to the procedures to which they would have had access if Apple had identified the issue when drafting the Project Plan, i.e., be able to provide feedback on the modifications envisaged to the interoperability solution pursuant to the procedure detailed above in this Section and have access to the dispute resolution mechanisms of Section 3.2. In such cases, the time limits should be suspended pursuant to Section 5.1.5 of this Annex.
- (17) In cases where the developer has expressed concerns that the envisaged interoperability solution considered by Apple would not address all aspects of the interoperability request, Apple shall communicate to the developer how their feedback was taken into account within the timeline specified in paragraph (38) of Section 5.1 of this Annex. Apple shall inform the developer that it has the possibility to use the internal review mechanism and subsequently the conciliation procedure for decisions falling under the scope of these procedures.
- (18) In the event Apple intends to close an interoperability request based on a finding that the submitted request or specific parts thereof are related to a feature for which an interoperability solution already exists, Apple shall indicate to the developer where the documentation about this solution can be found.

3. HANDLING OF REJECTIONS

3.1. Transparency with respect to rejection of requests

- (19) When Apple decides to reject an interoperability request, it shall ensure that the developer receives a notice of such decision without delay. The notice to the developer shall include, at the minimum, the following information:
 - (a) **Reasoning and justification.** Apple must give the developer a detailed explanation of the grounds for rejection. This explanation must include the specific reasons for the rejection, clearly outlining the criteria or requirements that were not met by the request.
 - (b) **Guidance.** Apple must inform the developer (i) whom the developer can contact and how if they have questions on the rejection; and (ii) the possibility to use the internal review mechanism and subsequently the conciliation procedure for decisions falling under the scope of these procedures (cf. Section 3.2 of this Annex), and indicate the conditions and timeline for such procedures.

3.2. Dispute resolution mechanisms

3.2.1. Internal review mechanism

- (20) Apple shall give developers the opportunity to appeal, by means of an internal review mechanism, Apple's initial decisions with respect to:
- (a) the rejection of a request for being outside the scope of Article 6(7) of Regulation (EU) 2022/1925, where that rejection is based on technical considerations, e.g., because the feature to which the developer has asked access is not controlled by or accessed via iOS or iPadOS;² and
 - (b) the envisaged interoperability solution communicated by Apple to the developer, where the developer considers that, despite the feedback it has provided to Apple pursuant to Section 2.2.2 of this Annex, this solution would not be equally effective compared to the feature (including any of its functionalities) used by or available to Apple.
- (21) This appeal shall be made by the developer within fifteen (15) working days from the communication of Apple's notification of the rejection to that developer, or the response that Apple provides to the developer's feedback pursuant to paragraph (38) of this Annex, respectively. The internal review mechanism shall include the following steps:
- (a) Along with the appeal, developers will be asked to submit a brief statement setting forth the grounds for the appeal;
 - (b) The appeal will be heard by an Interoperability Request Review Board (IRRB) comprised of senior members from Apple. The IRRB will consult with members of the team responsible for the handling of the interoperability requests, as needed;
 - (c) The IRRB will consider the appeal based on the developer's submission. In case of doubt on whether a given dispute, or issue within this dispute, falls under the scope defined in paragraph (20) above, the IRRB may, as necessary, suspend the proceedings and seek the Commission's guidance;
 - (d) The IRRB will issue a reasoned written decision on the appeal within thirty (30) working days after the appeal has been submitted.³ In its decision, the IRRB may decide to overturn Apple's initial decision, refer it back for new consideration, or reject the appeal. Any such decision shall be communicated without delay to the developer and to the Commission and kept confidential, subject to the publication by Apple of an aggregated summary of the outcome of the decision by the IRRB pursuant to Section 5.3, paragraph (52)(a) of this Annex. Apple shall provide the developer the possibility to review this aggregated summary for the purpose of ensuring that it does not contain any information that the developer considers confidential; and

² Conversely rejection by Apple that are primarily based on non-technical considerations, for instance, whether what is requested constitutes, or is part of, a feature within the meaning of Article 6(7) of Regulation (EU) 2022/1925) or whether it is available to / used by Apple within the meaning of Recital 57 of that Regulation, are not subject to the internal review mechanism and the conciliation.

³ Where the IRRB seeks the Commission's guidance pursuant to paragraph (21)(c) of this Annex, this timeline shall be suspended until the Commission provides such guidance or declines to respond.

- (e) The internal review mechanism will be free of charge for the developer. Relying on the Internal Review Mechanism will not preclude developers from recourse to the courts.

3.2.2. *Conciliation*

- (22) If the developer is not satisfied with the outcome of the Internal Review Mechanism, the developer may initiate an external non-binding technical expert review process (conciliation) within fifteen (15) working days from the notification of the IRRB decision.
- (23) Apple shall set up a conciliation mechanism that complies with the key features described in this Section. The conciliation process shall not preclude the right of either party to seek redress in court.⁴ Apple and the developer shall participate in good faith to the conciliation process, with a genuine intent to resolve the disputes fairly and efficiently, and to this end shall refrain from any conduct intended to cause undue delay or frustration of such process.
- (24) **Composition and appointment of conciliators**
 - (a) In order to facilitate the prompt and efficient resolution of disputes, Apple shall establish upfront (i.e., within 4 months from the notification of the Specification Decision as per paragraph (54) below) a panel of conciliators who can be available to intervene swiftly in the event of disputes with developers. The conciliators shall be selected by Apple through a transparent and impartial process to be communicated to the Commission. The conciliator can be an organisation, or one or several natural persons. The panel shall comprise at least five conciliators with relevant technology expertise and experienced in conciliating technology issues in the context of business-to-business disputes. To this end, the conciliators must be independent of Apple. Provisions to be communicated to the Commission must be established to ensure that conciliators in the pool are not and will not become exposed to a conflict of interest with the parties. In particular, the selected conciliators shall not provide services to or become an employee of Apple or the concerned developer, neither during its mandate as a conciliator in the pool nor for a period of three years following their mandate termination from the pool.
 - (b) Appointment of conciliator(s) by Apple and the concerned developer: in case of a dispute, the developer has the following choice concerning the appointment of conciliators:
 - i. The developer can choose a conciliator within the panel set up by Apple pursuant to letter (a) of this paragraph above. To this end, upon the developer's request, Apple will have to promptly communicate the developer the curricula vitae of the conciliators in the pool; or
 - ii. If the developer considers that none of the conciliators in the pool have the relevant expertise to decide on the subject matter of the dispute, it will have to promptly communicate it to Apple and, in agreement with Apple, will have to appoint a conciliator with the relevant expertise. If the parties do not reach an agreement on the name of the conciliator, each party may designate a conciliator and the two thus selected will then appoint a third

⁴ For the avoidance of doubt, the conduct or commencement of the conciliation will not be necessary before initiating a court action.

conciliator that will act as the chair of the panel. Alternatively, parties also have the option to seek the assistance of a suitable institution in connection with the appointment of conciliators. The conciliator(s) chosen by Apple and the developer must be independent of Apple and the concerned developer. Provisions must be established to ensure that it is not and will not become exposed to a conflict of interest with the parties. In particular, the conciliator shall not provide services to or become an employee of Apple or the concerned developer, neither during its mandate nor for a period of three years following mandate termination.

(25) **Procedure**

- (a) Duties and powers of the conciliator: The conciliator's services facilitate discussions impartially, aiming to help both sides reach a mutually acceptable settlement. To this end, the parties to the conciliation would submit written submissions stating their factual positions, which would be assessed by the conciliator. If such factual positions do not align or are not consistent, the conciliator will encourage the parties to establish agreed factual positions. If that is not possible, the conciliator, with the help of the parties, shall proceed within as short a time as possible to establish the facts of the case by all appropriate means. To fulfil this task, the conciliator shall be entitled to request relevant information from the parties to the conciliation including confidential information. Where the relevant information is confidential, this confidentiality shall be preserved in the conciliation proceedings. In case of doubt on whether a given dispute, or issue within this dispute, falls under the scope defined in paragraph (20), the conciliator may, as necessary, suspend the proceedings and seek the Commission's guidance;
- (b) Non-Binding Proposal: At the conclusion of the procedure, the conciliator shall issue a report containing (i) a factual summary of the process before them and (ii) a recommended solution based on its expert opinion (the "Conciliator's Report"), which is not legally binding unless both parties agree to it and it is without prejudice to the Commission's competence to enforce Regulation (EU) 2022/1925. In this respect, either party would have the option to accept or reject the conciliator's recommended solution contained in the Conciliator's Report;
- (c) Settlement Agreement: If both Apple and the developer accept the recommended solution outlined in the Conciliator's Report, this will be written up by the parties as the settlement agreement, which will be binding and enforceable as a matter of contract law (the "Settlement Agreement"). The Settlement Agreement is without prejudice to the Commission's competence to enforce Regulation (EU) 2022/1925;
- (d) Involvement of the Commission in the process: As soon as the developer decides to engage in conciliation and contact Apple to this end, Apple will inform the Commission by providing all available details about the subject matter of the conciliation procedure. The Commission might *inter alia* request to participate as an observer in person or virtually at the hearing(s). Apple shall communicate to the Commission the interim (where applicable) and final version of the Conciliator's Report(s) (cf. above point (b) of this paragraph) and the Settlement Agreement (cf. above point (c) of this paragraph) if available. In addition, the Commission may request any other documents exchanged by the conciliator with the parties;

- (e) Confidentiality: All proceedings will be held in private. The Parties to the conciliation and the conciliator shall maintain confidentiality regarding the conciliation proceedings. Confidentiality also extends to the Conciliator's Report and the Settlement Agreement (where applicable), which are not to be made public. Confidential information exchanged or disclosed in the course of these proceedings may only be used by Apple for the purpose of providing effective interoperability, and by the developer for the purpose of seeking and obtaining effective interoperability. This confidential information cannot be used for any other purposes without Apple's or the developer's prior written consent. The conciliator, with the assistance of the parties, shall prepare a non-confidential summary of the dispute and of the expert opinion as laid down in the Conciliator's Report, setting out the subject matter and the outcome of the dispute. This summary will be subject to a final review by both Apple and the developer to ensure that it shall contain no business secrets. This non-confidential summary shall be published as part of the report set out in Section 5.3, paragraph (52)(b);
- (f) Duration: it is important that the conciliation process is concluded in a timely and efficient manner. Therefore, the procedure shall be limited to maximum three months;⁵
- (g) Costs: Unless the parties agree otherwise, the costs of setting up the pool of conciliators would be borne by Apple. The costs of the conciliation process in itself would be equally borne by Apple and the developer participating in the conciliation process, unless the developer is a micro, small or medium-sized enterprise ("SME") under the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises ("SME Recommendation").⁶ In the case of an SME, Apple would cover the costs of the conciliation process. Apple may require developers who request Apple to cover these costs to declare in writing – consistent with Article 3 of the SME Recommendation – that they are an SME and that they are not a subsidiary of another organisation or acting on behalf of another organisation that would not fall under the above-mentioned definition of SME. Each party would bear its own costs (including legal representation fees) in the process.

4. FUTURE-PROOF EFFECTIVE INTEROPERABILITY

4.1. Effectiveness of interoperability solutions developed as part of the request-based process

- (26) Apple may take strictly necessary and proportionate measures to ensure that interoperability does not compromise the integrity of the operating system, hardware and software features. Any integrity measure shall be duly justified and shall be based on transparent, objective, precise and non-discriminatory conditions that also apply to Apple's services and hardware. Under Article 6(7) of Regulation (EU) 2022/1925, second subparagraph, Apple shall only impose conditions and take integrity measures that reflect a genuine integrity risk and do so in a consistent and systematic manner. Under Article 6(7) of Regulation (EU) 2022/1925, second subparagraph, Apple shall

⁵ Where the conciliator seeks the Commission's guidance pursuant to paragraph (25)(a) of this Annex, this timeline shall be suspended until the Commission provides such guidance or declines to respond.

⁶ Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises, C(2003) 1422, OJ L 124, 20.5.2003, pp. 36–41, cf. Commission's webpage dedicated to SME definition available at https://single-market-economy.ec.europa.eu/smes/sme-definition_en.

only apply conditions the compliance with which is capable of being independently verified and not exclusively within the gatekeeper's control. An integrity measure cannot be considered strictly necessary and proportionate if it seeks to achieve a higher integrity standard than the one that Apple requires or accepts in relation to its own services or hardware.

- (27) **Scope:** Without prejudice to the need of preserving integrity as detailed in paragraph (26), with respect to interoperability solutions developed as part of the request-based process, Apple shall not restrict the types or use cases of the service or hardware that uses the interoperability solution. Apple shall make all interoperability solutions developed as part of the request-based process available to all developers at the same time. All interoperability solutions developed by Apple as part of the request-based process shall be equally effective to the interoperability solutions available to Apple's own services and hardware. Apple shall apply such equal effectiveness across all dimensions.
- (28) **Documentation:** Apple shall adequately document all interoperability solutions developed as part of the request-based process on a publicly available developer documentation portal. Apple shall make this documentation available to all developers at the same time, no later than at the time that Apple makes the interoperability solution available in an iOS or iPadOS release, without restrictions. This documentation shall be complete and accurate. This documentation shall be comparable in style, structure, and detail to the public developer documentation made available by Apple. The documentation shall also list any terms, conditions, restrictions, or entitlements that apply to the interoperability solutions.
- (29) **Future-oriented:** Once Apple has developed an interoperability solution as part of the request-based process, Apple shall maintain the solution over time such that the solution and its documentation continues being available, functional, usable, and effective for all developers that may need it, without interruption.⁷ The solution shall be sufficiently stable over time. If Apple decides to adjust or deprecate (parts of) an interoperability solution that is still relied on by third parties, Apple must do this adjustment or deprecation in a transparent and predictable manner with sufficient public prior notice to third parties. Once Apple has communicated to developers its decision to deprecate a solution, Apple shall support the solution for at least the next three major iOS or iPadOS releases. Any changes to or deprecations of solutions must be properly documented both within the main documentation and in a changelog.
- (30) Insofar as Apple does not use the solution that is made available to other developers pursuant to its interoperability obligations, but uses a distinct solution for its own services or hardware to provide the same feature (including any of its functionalities), Apple shall ensure that any improvement to its own solution, for instance in terms of enhanced capabilities or improved performance, is proactively – i.e. without the need to be requested through the request-based process – made available as part of the public interoperability solution. Apple shall make available the updated interoperability solution and documentation to developers in an iOS or iPadOS release

⁷ Wherever measures in this Section address maintenance or adjustment of an interoperability solution, this maintenance or adjustment covers, among others, any software changes concerning the interoperability solution. This is agnostic to the choice of how such changes are made, such as, by “refactoring” (i.e., restructuring) the existing code. This may include the creation of (and replacement by) a new framework, in the case where this is the most appropriate way of maintaining or adjusting the interoperability solution.

no later than at the time the updated distinct solution is made available to any of Apple's hardware and services.

5. PREDICTABILITY AND ACCOUNTABILITY

5.1. Timeline

- (31) Apple shall act diligently in processing, handling, developing and implementing interoperability requests of third-party developers. In particular, Apple shall comply with the time limits set in this Section, except in exceptional and duly justified cases as foreseen in paragraph (42).

5.1.1 Phase I: eligibility phase

- (32) Apple shall conclude the eligibility assessment and communicate the outcome thereof to the developer within **20 working days** from the day a developer has submitted their interoperability request.
- (33) The assessment of the eligibility request aims to ensure that the request falls within the scope of the first subparagraph of Article 6(7) of Regulation (EU) 2022/1925.

5.1.2. Phase II: Project Plan

- (34) Apple shall communicate to the developer within **40 working days** the **Project Plan**, starting from the end of phase I.
- (35) The Project Plan shall indicate:
- (a) the information necessary for the developer to be able to provide feedback on the envisaged interoperability solution, pursuant to Section 2.2 of this Annex;
 - (b) the level of complexity (i.e., minor, mild or significant engineering efforts) of the request;
 - (c) a description of the work and resources needed to implement the request, justifying the level of complexity assigned to the request;⁸ and
 - (d) an indicative timeline for the development and release of the interoperability solution, taking into account the upper time limits set out at paragraphs (39)-(40).
- (36) Phase II shall be terminated when Apple communicates the Project Plan to the developer.

5.1.3. Phase III: Feedback mechanism and development cycle

- (37) Apple shall allow developers to indicate, within 5 working days of receipt of the Project Plan, whether they intend to provide feedback on the Project Plan, including the envisaged interoperability solution. If the developer does not communicate to Apple, within these 5 working days, whether it would provide feedback, Apple shall start the development. If the developer communicates to Apple that it will provide feedback, but that this will take longer than 5 working days, the timeline is suspended according to paragraph (41).
- (38) Upon receipt of the feedback from the developer, Apple shall indicate to the developer, within 5 working days, how the feedback was taken into account in the

⁸ In providing this description and explanations of the level of complexity, Apple shall in particular refer to the relevant elements and considerations, including those mentioned in recitals 341-342 of Section 5.8.1 of the Decision.

Project Plan. For requests requiring significant engineering efforts, that time limit shall be extended to 10 working days.

- (39) Apple shall conclude the development cycle of the interoperability solution within the following periods:
- (a) **6 months** from the submission of the interoperability request for interoperability solutions that require minor engineering efforts.
 - (b) **12 months** from the submission of the interoperability request for interoperability solutions that require mild engineering efforts.
 - (c) **18 months** from the submission of the interoperability request for interoperability solutions that require significant engineering efforts.

5.1.4. Implementation and release

- (40) Except for the exceptional cases established in paragraph (42), Apple shall release⁹ and make available to developers the solutions as quickly as possible following the completion of the development cycle, within:
- (a) the first or second interim (“dot”) iOS or iPadOS release to be released after the completion of the development cycle, for requests requiring minor or mild engineering efforts;
 - (b) the first major iOS or iPadOS release to be released after the completion of the development cycle or, where necessary, an interim (“dot”) release, for requests requiring significant engineering efforts; and
 - (c) in any event, **24 months** from the day of the submission of the interoperability request, for requests requiring minor, mild or significant engineering efforts.

5.1.5. Suspension of time limits and derogation

- (41) Any of the timelines set out in this Section shall be suspended if:
- (a) the developer fails to provide Apple with information that is necessary to process or address their interoperability requests within 3 working days from Apple’s request for clarification; or
 - (b) if the developer takes longer than 5 working days to provide its feedback to the Project Plan according to paragraph (37); or
 - (c) the developer introduces an appeal before the Internal Review Mechanism according to paragraph (20) and/or a conciliation procedure according to paragraph (22).
- (42) In exceptional and duly justified cases, where, despite having taken all necessary actions to handle the request in a timely manner – including having adequately prioritised the handling of the request and mobilised sufficient resources to that effect – Apple is not able to comply with one of the timelines set out in the present Section, Apple shall inform the developer and notify the Commission as early as possible, and shall explain the objective reasons for such delay. Apple shall ensure that the delay in such situation is as limited as possible.

⁹ Including the making available of the supporting documentation as per paragraph 28 of Section 4.1.

5.1.6. *Resources*

- (43) Apple must allocate sufficient resources in terms of staff, infrastructure and funding to ensure that it can assess, handle, process, implement and release all interoperability requests falling within the scope of Article 6(7) of Regulation 2022/1925 diligently, and within the timelines set out in this Annex. The level of resources allocated shall be appropriate for the level of complexity assigned to the development of a given interoperability solution and comparable to the level of resources Apple would devote to a similar task for its own services and hardware in its ordinary course of business.

5.2. **Transparency vis-à-vis the broader developer community and protection of confidential information**

5.2.1. *Tracker system*

- (44) Apple shall organise the requests it receives in a transparent and easily accessible tracker system providing developers with all relevant information on the status of each interoperability request, including, for each request, information on its current phase and expected timeline. The tracker shall be up to date and be easily accessible to all interested developers via a dedicated section on the developer portal. Apple shall provide access to the tracker to the Commission.
- (45) Apple shall provide clear instructions on how developers can access and use the tracker effectively. To ensure ease of use, the tracker must be designed to allow developers to easily search and retrieve the status of requests.
- (46) Developers shall have discretion to decide to make their requests partly or wholly visible to other developers. Depending on the consent given by the developer, Apple shall therefore treat the request as:
- (a) **Fully available:** If the developer gives their explicit consent through the request portal, Apple must make the entire request fully available in the dedicated tracker system. Apple must also make available via that tracker all messages and updates between Apple and the developer related to the request, including any information that Apple is required to provide to the developer pursuant to this Specification Decision. The tracker must also include the name of the organisation, ID number of the request, the date the request was received, and the general status of the request (Phase I, II, III and released or rejected).¹⁰
 - (b) **Partly available:** If the developer gives their explicit consent through the request portal, Apple must make the developer's request partly available in the dedicated tracker system. In such a case, the following information would be available to other developers: name of the organisation, the requested feature, the developers own non-confidential description of the request, the ID number of the request, the date the request was received, and the general status of the request (Phase I, II, III and released or rejected).
 - (c) **Confidential:** If a developer does not give their explicit consent through the request portal to make its request "Fully available" or "Partly available" in the dedicated tracker system, Apple shall keep the request confidential. In such cases, Apple shall only make available the following information: a generic description of the requested feature provided by the developer, the ID number of the request,

¹⁰ Apple should be able to redact information from the request or subsequent communications which refer to confidential information about Apple. In such case, Apple should notify the developer hereof, and provide justifications for why Apple considers it necessary to redact the specific information.

the date the request was received, and the general status of the request (Phase I, II, III and released or rejected). Any other information (including the developer's identity and the content of the request) must remain confidential and may not be disclosed by Apple to third parties or internally to employees who are not responsible for or involved in the handling of the interoperability requests and the development of interoperability solutions in accordance with Section 5.2.2 below.

- (47) It should be possible for other developers to refer to or indicate their interest for another developer's request, in their own request.

5.2.2. Protection of the developers' interests vis-à-vis the gatekeeper

- (48) Apple shall put in place measures to ensure that any non-publicly available information received from the developers in the context of the request-based process, including reference queries (cf. Section 1.1 of this Annex), is only used by Apple for the purpose of assessing interoperability requests or reference queries and providing effective interoperability. Furthermore, Apple shall ensure that the circulation of such information is strictly limited, on a need-to-know basis, to the teams within Apple that are responsible or involved in the handling of the interoperability requests or reference queries and the development of interoperability solutions. In particular, Apple shall take specific and effective measures, including in the context of the dispute resolution mechanism laid down in Section 3.2 of this Annex, to ensure that this information is not accessible by teams and individuals within Apple who may be involved in any capacity in the development, marketing and commercialisation of services and hardware that may potentially or actually compete with services and hardware that the developer would intend to provide. Apple shall conduct an annual internal audit into the effectiveness of the mechanisms that have been put in place to preserve the protection of the developers' confidential information vis-à-vis the gatekeepers. The result of this audit shall be communicated to the Commission as part of the report that Apple shall provide to the Commission pursuant to Article 11(1) of Regulation 2022/1925.

5.3. Public reporting and KPIs

- (49) Apple shall make public a report (hereinafter, the "Report") on the functioning of its request-based process, having due regard to the confidentiality of the information as indicated by the requesting developers.
- (50) Apple shall publish the first Report within the deadline as specified in Section 6 below. Apple shall thereafter publish the Report on an annual basis. Apple may publish this report together with its public report pursuant to Article 11(2) of Regulation 2022/1925.
- (51) Each Report shall include, for the time period it covers, at least the following metrics concerning interoperability requests based on Article 6(7) of Regulation 2022/1925:

Number of requests received.	[x]
Number of pending requests.	[x]
Number of requests that Apple considers to be within the scope of Article 6(7).	[x]

Number of requests that Apple considers to be out of the scope of Article 6(7).	[x]
Number of requests that Apple considers requiring “minor” engineering efforts in order to be implemented.	[x]
Number of requests that Apple considers requiring “mild” engineering efforts in order to be implemented.	[x]
Number of requests that Apple considers requiring “significant” engineering efforts in order to be implemented.	[x]

Number of requests currently in phase I.	[x]
Number of requests currently in phase II.	[x]
Number of requests currently in phase III.	[x]

Average time between request received and Phase I decision. ¹¹	[x days]
Average time between Phase I decision and Phase II decision. ¹²	[x days]
Average time between Phase II decision and completion of Phase III. ¹³	[x days]
Percentage of requests that moved from Phase I into Phase II.	[x %]
Percentage of requests that moved from Phase II into Phase III.	[x %]
Percentage of requests that did not move from Phase I.	[x %]
Percentage of requests that did not move from Phase II.	[x %]
Number of requests in relation to which Apple has notified the Commission and informed the developer that it was unable to comply with one of the timelines set out in Section 5.1.	[x]

¹¹ Requests received by Apple prior to the entry into force of the Specification Decision shall not be included in this KPI.

¹² Requests received by Apple prior to the entry into force of the Specification Decision shall only be included in this KPI if they enter in Phase II after the entry into force of the Specification Decision.

¹³ Requests received by Apple prior to the entry into force of the Specification Decision shall only be included in this KPI if they enter in Phase III after the entry into force of the Specification Decision.

Number of interoperability requests that have moved to Phase III and for which an interoperability solution has been released.	[x]
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Specific KPIs on queries for the technical reference, cf. Section 1.1

Total number of received reference queries.	[x]
Total number of queries to which Apple has responded.	[x]
Total number of queries rejected by Apple.	[x]

Specific KPIs for the internal review mechanism, cf. Section 3.2.1

Number of situations where the internal review mechanism was undertaken or is in the process of being undertaken.	[x]
Aggregated information about the type of disputes: The rejection of a request. The envisaged interoperability solution. The level of complexity assigned by Apple.	[x] [x] [x]

Specific KPIs for the Conciliation, cf. Section 3.2.2

Number of requests for which conciliation was undertaken or is in the process of being undertaken.	[x]
Number of requests for which Apple and the concerned developer reached a Settlement Agreement.	[x]
Number of requests for which Apple and the concerned developer did not reach a Settlement Agreement.	[x]

- (52) Each Report shall furthermore include the following information:
- (a) An aggregated summary of the outcome of the appeals before the IRRB issued during the relevant time period (cf. Section 3.2.1, paragraph (21)(d)).
 - (b) A non-confidential summary of the dispute and of the expert opinion as laid down in the Conciliator's Report, setting out the subject matter and the outcome of the dispute cf. Section 3.2.2, paragraph (25)(e).
 - (c) A non-confidential summary of the audit report, cf. Section 1.1, paragraph (9).
 - (d) For each case where Apple has notified the Commission and informed the developer that it was unable to comply with one of the timelines set out in Section 5.1, a summary of the request and of the reasons invoked by Apple.

6. IMPLEMENTATION AND REPORTING TO THE COMMISSION

- (53) Subject to the following paragraph, Apple shall implement the measures specified in this Annex within two months from the notification of the Specification Decision, unless otherwise indicated below.
- (54) Apple shall implement the measures specified in Section 3.2 above in relation to the implementation of dispute resolution mechanisms within 4 months from notification of the Specification Decision.
- (55) For requests submitted prior to the adoption of this Specification Decision, the deadlines for the different stages specified in Section 5.1 above will count as of the date of the adoption of the Specification Decision.

6.1. REPORTING TO THE COMMISSION

- (56) Upon expiry of the implementation deadline indicated in paragraph (53), Apple shall communicate to the Commission all the measures that it has taken to comply with the Specification Decision.
- (57) In the event that Apple rejects an interoperability request or specific parts of an interoperability request pursuant to Section 3.1, or a reference query pursuant to Section 1.1, Apple shall notify the Commission, state reasons for the rejection, and forward all relevant material relating to the request and the rejection of the request to the Commission without undue delay.
- (58) The Commission may, in exceptional circumstances, in response to a reasoned request from Apple showing good cause, modify or substitute one or more of the measures listed in this Annex or a part of them. The request shall not have the effect of suspending the application of the measures and, in particular, of suspending the expiry of any time period in which the measure has to be complied with.
