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18 EFORCITY CORPORATION,
19 ACCSTATION INC., ITRIMMING INC.
20 and EVERYDAYSOURCE INC.

21 **UNITED STATES DISTRICT COURT**
22 **NORTHERN DISTRICT OF CALIFORNIA**

22 APPLE INC., a California corporation,
23 Plaintiff,

Civil Action No. CV10-03216 JF (HRL)

24 v.

**FINAL JUDGMENT AND PERMANENT
INJUNCTION ON CONSENT**

25 EFORCITY CORPORATION, a California
26 corporation; ACCSTATION INC., a
27 California corporation; ITRIMMING INC., a
28 California corporation;
EVERYDAYSOURCE INC., a California
corporation; UNITED INTEGRAL INC., a
California corporation; CRAZYONDIGITAL,
INC., a California corporation; and

FINAL JUDGMENT AND INJUNCTION UPON CONSENT
CASE NO. 10-CV-03216 JF (HRL)



1 BOXWAVE CORPORATION, a Nevada
2 corporation; and DOES 1 through 20,
3 inclusive,
4 Defendants.

5 On July 22, 2010, Plaintiff Apple Inc. (“Apple”) filed suit against Defendants eForCity
6 Corporation, Accstation Inc., Itrimming Inc., and Everydaysource Inc., (collectively
7 “Defendants”) alleging infringement of Apple’s intellectual property (the “Action”). On April
8 25, 2011, Defendants answered Apple’s complaint. Apple and Defendants (collectively, the
9 “Parties”) have agreed to settle the claims asserted in the Complaint as well as additional claims
10 as set forth herein. In accordance with the terms of the Parties’ Settlement Agreement entered
11 into contemporaneously herewith, the Parties hereby agree to entry of a Final Judgment and
12 Permanent Injunction Upon Consent (“Injunction”) as set forth herein, and further agree and
13 stipulate that, upon confirmation by this Court, it is hereby ordered, adjudged, and decreed that:

14 1. All terms defined in this Injunction shall be so defined when used
15 anywhere in this Injunction. Additionally, as used in this Injunction, the following capitalized
16 terms shall have the meanings set forth below:

17 a. “Person” means any individual, partnership, association,
18 corporation, limited liability company, trust, or any other form of legal entity.

19 b. “Control” means, with respect to any Person, the ability to control,
20 manage, direct or otherwise materially influence the management, direction, operations or policies
21 of such Person, whether by ownership of voting securities, by contract or otherwise.

22 c. “Copyrights” means Apple’s copyrighted works as depicted in
23 Exhibit A.

24 d. “Defendants” means eForCity Corporation, Accstation Inc.,
25 Itrimming Inc., and Everydaysource Inc. and each of their predecessors, successors, assigns,
26 affiliates, members, officers, managers, agents, servants, employees, representatives, or any Person
27 who had or has Control of any of Defendants, is Controlled by any of Defendants, or is under
28



1 common control with any of Defendants, and all other Persons in active concert or participation
2 with any of them.

3 e. "Patents" means U.S. Patent Nos. 7,305,506; 7,517,222; 7,529,870;
4 7,529,872; 7,580,255; 7,587,540; 7,590,783; 7,627,343; D469,753; D515,070; D578,110;
5 D588,545; D589,491; D596,616; and D596,621.

6 f. "Trademarks" means the trademarks set forth in Exhibit B.

7 **JUDGMENT**

8 2. This Court has jurisdiction over Defendants and the subject matter of this
9 Action and Injunction. Venue is proper in this Court.

10 3. Apple is the owner of the Patents, Copyrights and Trademark, which are
11 infringed by Defendants.

12 4. In full settlement of all claims raised in this Action, the Parties have
13 entered into a Settlement Agreement with an execution date of September 22, 2011 (the
14 "Settlement Agreement").

15 5. Defendants now stipulate and agree that judgment may be and hereby is
16 entered in Apple's favor for all products made, used, sold, offered for sale, or imported into the
17 United States by Defendants that infringe the Patents, Copyrights, and Trademarks. Defendant
18 shall permanently cease and desist from any further infringement of the Patents, Copyrights, and
19 Trademarks.

20 6. The Parties waive any right to appeal this Final Judgment and Injunction.

21 7. The Parties shall each bear their own fees and costs in this Action.

22 8. The Court will retain continuing jurisdiction for purposes of interpreting
23 and enforcing this Final Judgment and Injunction and all disputes that may arise relating to the
24 Settlement Agreement.

25 9. The Clerk shall enter this Injunction pursuant to Rule 58 of the Federal
26 Rules of Civil Procedure.



PERMANENT INJUNCTION

Wherefore, the Parties stipulate to entry of the following permanent injunction:

10. Except as licensed by Apple, Defendants shall refrain from and are permanently enjoined from:

a. Making, using, offering to sell, selling or importing into the United States the following products or any products that are not colorably different from the following products (collectively, the “Infringing Products”) until the expiration of each identified patent:

(i) Regarding U.S. Patent No. 7,627,343, any product that uses a 30-pin connector system to communicate with any Apple product, including but not limited to DAPPIPODCC07, DAPPIPODCC08, DAPPIPODCC09, DAPPIPODCC10, DAPPIPODTC12, DAPPIPODTC13, CAPPIPHODAT2, CAPPIPHODAT4, CAPPIPHODAT5, DAPPIPODCR10, DAPPIPODCR11, DAPPIPODCR12, CAPPIPHOCRA2, DAPPIPODDA15, DAPPIPODDAT3, DAPPIPODDAT2, DAPPIPODDAT4, DAPPIPODDA11, DAPPIPODFM05, DAPPIPODFM07, DAPPIPODFM08, DOTHXXXXFM12, DOTHXXXXFM15, DOTHXXXXFM17, DOTHXXXXFM19, DOTHXXXXFM21, DOTHXXXXFM22, DAPPIPODSPK1, DOTHXXXXSP18, CAPPIPHOPHC1, CAPPIPHOLI02, CAPPIPHOLI06, CAPPIPHOAD07 and CAPPIPHOAD08;

(ii) Regarding U.S. Patent Nos. 7,305,506; 7,587,540; 7,590,783; 7,529,870; and 7,529,872, CAPPIPHOCRA2, DAPPIPODCR10, DAPPIPODCR11, DAPPIPODCR12, DAPPIPODFM05, DAPPIPODFM07, DAPPIPODFM08, DOTHXXXXFM12, DOTHXXXXFM15, DOTHXXXXFM17, DOTHXXXXFM19, DOTHXXXXFM21, and DOTHXXXXFM22;

(iii) Regarding U.S. Patent No. 7,580,255, DAPPIPODCR10 and DAPPIPODCR11;

(iv) Regarding U.S. Patent No. 7,517,222, PAPP13TC01;

(v) Regarding U.S. Patent No. D469,753, COTHXXXXHS53;



1 (vi) Regarding U.S. Patent No. D515,070, COTHXXXXHS60,
2 COTHXXXXHS61, and COTHXXXXHS76;

3 (vii) Regarding U.S. Patent No. D578,110, DAPPIPODCR10
4 and DAPPIPODCR11;

5 (viii) Regarding U.S. Patent No. D588,545, CAPPIPHODAT4,
6 DAPPIPODDA15, and DAPPIPODDAT3;

7 (ix) Regarding U.S. Patent No. D596,616, COTHXXXXHS82;
8 and

9 (x) Regarding U.S. Patent No. D596,621, DAPPIPODCR10,
10 DAPPIPODCR11, and DAPPIPODCR12;

11 b. Any use of the Trademarks and/or the Copyrights in any period
12 during which Defendants are not in full compliance with the Apple’s Guidelines for Using Apple
13 Trademarks and Copyrights, attached as Exhibit C; and,

14 c. Assisting, aiding or abetting any person or entity engaging in or
15 performing any act prohibited by this paragraph.

16 11. Defendants, within thirty (30) calendar days of entry of this Injunction, shall
17 provide written assurance under penalty of perjury, to Apple’s counsel of record in the Action, that
18 they have come into compliance with the Apple trademark guidelines attached as Exhibit C.
19

20 **ON BEHALF OF THE PARTIES:**

21
22 Dated: October 25, 2011

KILPATRICK TOWNSEND AND STOCKTON LLP

23 By: /s/ Andrew T. Oliver


24 THEODORE T. HERHOLD
25 ANDREW T. OLIVER
26 ROBERT D. TADLOCK
Attorneys for Plaintiff APPLE INC.

27
28 Dated: October 22, 2011

LEWIS BRISBOIS BISGAARD & SMITH LLP



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By: 

JON E. HOKANSON
ALAN J. HAUS
Attorneys for Defendants EFORCITY
CORPORATION, ACCSTATION INC.,
ITRIMMING INC. and EVERYDAYSOURCE
INC.

PURSUANT TO STIPULATION, IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: December 1, 2011, 2011



THE HON. JEREMY FOGEL
United States District Judge



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EXHIBIT A
COPYRIGHTED WORKS



EXHIBIT B
TRADEMARKS

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Mac
iPod
iPhone
iPad
iTunes
Support

Apple Trademark List

The following is a list of Apple's trademarks and service marks.

When using the marks in publications that will be distributed only in the United States, include the appropriate TM, SM, or ® symbol on first use. For publications that will be distributed outside the United States, do not include trademark symbols. Instead use the appropriate trademark attribution notice, for example: Mac and Mac OS are trademarks of Apple Inc., registered in the U.S. and other countries.

The list also includes one or more suggested generic terms for each trademark. For all publications, include an appropriate generic term after the trademark the first time it appears. Thereafter, the generic term should appear frequently with the trademark. (Note: These generic terms are only suggestions, and there may be other words that are equally appropriate.)

Remember that trademarks are adjectives, and cannot be made plural or possessive.

For more information on how to use Apple's trademarks, refer to the document titled, "Guidelines for Using Apple Trademarks," or contact the Trademark Department by e-mail at appletm@apple.com.

The absence of a product or service name or logo from this list does not constitute a waiver of Apple's trademark or other intellectual property rights concerning that name or logo.

APPLE'S TRADEMARKS	GENERIC TERM(S)
AirMac®	wireless hardware/software solution
AirPlay®	software feature
AirPort®	wireless hardware/software solution
AirPort Express®	wireless hardware/software solution
AirPort Extreme®	wireless hardware/software solution
AirPrint™	software feature
AirTunes®	application program
A.Pack®	software feature
Aperture®	application program
Apple®	computers, computer software, computer peripherals, etc.
Apple logo®	
Apple IIGS™	computer
AppleCAT®	application program
AppleCD SC®	CD-ROM drive
Apple Cinema Display®	computer monitor
AppleFund™	reimbursement program
AppleLink™	communication network/computer software
Apple Media Series™	training materials
Apple Remote Desktop™	remote desktop software
AppleScript®	application program
AppleScript Studio®	development software
AppleShare®	server software
Apple Studio Display™	computer monitor
AppleTalk®	network system
Apple TechStep™	diagnostic software

Legal Information

End User Software License Agreements

Hardware Warranties

- iPhone Warranty
 - Original iPhone
 - iPhone 3G
 - Privacy Policy

iTunes Store Terms

Sales Policies

- Apple Global Online Support site (AGOS)
 - English
 - Français (French)
 - Deutsch (German)
 - 日本語 (Japanese)

Apple Online Store

Apple Online Store for K12 Schools

Apple Online Store for Higher Education

Retail Store

Apple Online Store for Education Individuals

Apple Authorized U.S. Reseller

Service Products

- AppleCare Protection Plan for 1:1 Learning Solutions (PDF)
- AppleCare Service Plan
- AppleCare Protection Plan
- AppleCare Protection Plan for iPhone
- AppleCare Protection Plan for iPad
- AppleCare Repair Agreement
- AppleCare Parts Agreement
- Bomgar Remote Support Software
- AppleCare Premium Service and Support Plan Terms and Conditions
- AppleCare Technical Support Services Terms and Conditions
- Remote Support Terms and Conditions (Bomgar Software) (PDF)

Terms of Service

- Web Site Terms and Conditions of Use
- Apple Print Services Terms of Use
- Apple Print Services Sales Policies & Ordering Information
- MobileMe Terms of Service
- iWork.com Public Beta Terms of Service
- One to One Terms and Conditions
- ProCare Terms and Conditions
- iChat Account Terms of Service
- iTunes Store Terms of Service
- iTunes Store Gift Certificates and Allowances Terms and Conditions
- iTunes Store Terms of Sale
- Discussions Terms and Conditions
- Repair Terms and Conditions
 - iPhone Service
 - Retail Store Service
 - General Service (English)
 - General Service (Dutch)
 - General Service (Spanish)
 - General Service (Italian)
 - General Service (Japanese)
 - General Service (German)
 - General Service (Swedish)
 - General Service (French)
- Express Replacement Service for iPhone
 - In Warranty Terms and Conditions
 - Out of Warranty Terms and Conditions
- Training Service Terms and Conditions

Policies

Apple TV®	digital media extender
AppleVision™	computer display
AppleWorks®	application program
Aqua®	user interface
Audio Units logo™	
Back to My Mac®	software feature
Bonjour®	networking technology
Bonjour logo®	
Boot Camp®	application program
Capitals®	computer font
Carbon®	software technology
Charcoal®	computer font
Chicago®	computer font
Cinema Tools™	application program
Claris®	software
Cocoa®	software technology
Cocoa Touch®	software technology
ColorSync®	application program
ColorSync logo®	
Cover Flow®	application program
Dashcode®	developer software
DVD@CESS™	software feature
DVD Studio Pro®	application program
Educator Advantage™	marketing program
EdView®	Web portal
eMac®	computer
Encyclomedia®	CD-ROM bundle
Enterprise Objects™	computer software
Enterprise Objects Framework™	computer software
EtherTalk®	interface card/network
Exposé®	computer software
Extensions Manager™	system software
FaceTime®	video calling
FairPlay®	software technology
FileVault®	application program
Final Cut®	application program
Final Cut Pro®	application program
Final Cut Studio®	application program
Finder®	operating system software
FireWire®	serial bus
FireWire compliance logo™	
FireWire logo™	
FireWire symbol®	
FontSync®	application program
Gadget™	computer font
GarageBand®	application program
Geneva®	computer font
HyperCard®	application program

- Unsolicited Idea Submission Policy
- Privacy Policy
- Trademark, Copyright and Intellectual Property
- Trademark List**
- Copyright
- Apple Web Badges
- Piracy Prevention
- Guidelines for Trademarks and Copyrights
- FileMaker Legal Information
- NeXT Trademark List
- Training and Certification Agreements and Policies
- Legal Contacts
- Export Compliance
- Supplier Provisions

HyperTalk®	application program
iBook®	computer
iBooks®	application program
iCal®	application program
iChat®	application program
iCloud®	online services
iDVD®	application program
iFrame Logo™	video format
iLife®	suite of application programs
iMac®	computer
ImageWriter®	printer
iMovie®	application program
Inkwell®	application program
Instruments®	developer software
Inter-Poll®	application program
iPad®	mobile digital device
iPhone®	mobile digital device
iPhoto®	application program
iPod®	mobile digital device
iPod classic®	mobile digital device
iPod Hi-Fi®	speakers
iPod nano®	mobile digital device
iPod shuffle®	mobile digital device
iPod Socks®	holder for computer hardware and consumer electronics
iPod touch®	mobile digital device
iSight®	camera
iTunes®	application program
iTunes Logo™	application program
iTunes Pass®	online store
iWeb™	application program
iWork®	suite of application programs
Jam Pack®	computer software
Keychain®	operating system feature
Keynote®	application program
LaserWriter™	printer
Leopard®	operating system software
LiveType®	application program
LocalTalk®	computer cable system/network
Logic®	application program
Logic Studio®	application program
Mac®	computer
Mac logo®	
MacApp®	application program
MacBook®	computer
MacBook Air®	computer
MacDNS®	application program
Macintosh®	computer
Macintosh Products Guide®	online catalog

Mac OS®	operating system software
MacPAD™	application program
MacTCP®	application program
MacTest™	application program
Made for iPad logo™	
Made for iPhone logo™	
Made for iPod logo®	
MagSafe®	power adapters
MainStage®	application program
Monaco®	computer font
MPW®	application program
Multi-Touch™	touchscreen interface
NetInfo™	computer software
Newton™	operating system software
New York®	computer font
Numbers®	application program
Objective-C®	computer software
OfflineRT™	software feature
Open Directory logo™	
OpenCL™	software technology
OpenPlay®	application program
Pages®	application program
Panther®	operating system software
Photo Booth®	application program
Photocasting™	digital content delivery service
Pixlet®	compression application program
Podcast Logo®	application feature
PowerBook®	computer
Power Mac®	computer
ProDOS™	operating system software
Quartz®	graphics and display technology
QuickDraw®	application program
QuickTime®	application program
QuickTime Broadcaster™	application program
QuickTime logo®	
QuickTime TV™	Internet broadcast network
Retina™	display
Rosetta®	application program
SADE®	application program
Safari®	application program
Sand®	computer font
Shake®	application program
Sherlock®	application program
Shuffle™	mobile digital device
Skia™	computer font
SnapBack™	application feature
Snow Leopard®	operating system software
Soundtrack®	application program

Spaces®	operating system feature
Spotlight®	software utility
StyleWriter™	printer
SuperDrive®	computer media device
Techno™	computer font
Textile®	computer font
Think different®	slogan
Tiger®	computer operating system software
Time Capsule®	wireless hard drive/Wi-Fi base station
Time Machine®	application program
TrueType®	font technology
Tubes®	cases for computer hardware and consumer electronics
Ultrabeat®	software feature
Velocity Engine®	vector processing unit
WaveBurner®	application program
WebObjects®	software
WebScript™	computer software
Works with iMovie logo™	
Works with iPhone logo®	
Xcode®	developer software
Xgrid®	application program
Xsan®	application program
Xserve®	server

APPLE'S SERVICE MARKS	GENERIC TERM(S)
A Comprehensive Study of Final Cut Pro™	training course
A Comprehensive Study of iLife™	training course
A Comprehensive Study of Motion™	training course
A Comprehensive Study of Shake™	training course
ACOT™ (Apple Classrooms of Tomorrow)	education services
ACOT ² ™	education services
ACTC Boot Camp™	training course
Administering Final Cut Server™	training course
Advanced Editing Techniques in Final Cut Pro™	training course
Advanced Techniques in Logic Pro™	training course
An Introduction to Administering Final Cut Server™	training course
An Introduction to Aperture™	training course
An Introduction to Color™	training course
An Introduction to Color Correction in Final Cut Studio™	training course
An Introduction to DVD Studio Pro™	training course
An Introduction to Final Cut Pro™	training course
An Introduction to Final Cut Pro, Prime Time™	training course
An Introduction to Final Cut Express™	training course
An Introduction to GarageBand™	training course
An Introduction to iLife™	training course
An Introduction to iWork™	training course
An Introduction to Logic Express and Logic Pro™	training course
An Introduction to Motion™	training course

An Introduction to Sound Editing in Final Cut Studio SM	training course
An Introduction to Soundtrack Pro SM	training course
An Overview of Final Cut Pro SM	training course
An Overview of Final Cut Server SM	training course
App Store SM	online store
Apple [®]	various services
AppleCare [®]	service and support programs
Apple Certified Trainer SM	certification services
Apple Consultants Network SM	consultant services
Apple Desktop Service Certification SM	training course
Apple Desktop Service Lab SM	training course
Apple iServices [®]	Internet services
Apple Portable Service Certification SM	training course
Apple Portable Service Lab SM	training course
Apple Store [®]	retail store services
Complete My Album [®]	feature of online store
Final Cut Pro Advanced Editing SM	training course
Genius Bar [®]	service and support program
Genius Bar logo [®]	service and support program
iAd SM	mobile advertising platform
iBookstore SM	online store
iDisk [®]	online services
Introduction to Mac OS X SM	training course
iMix [®]	feature of online store
Indie Spotlight SM	feature of online store
The iTunes Download [®]	radio show, podcast
iTunes Extras [®]	online store
iTunes LP SM	online store
iTunes Music Store [®]	online music store
iTunes Plus [®]	feature of online store
iTunes Store [®]	online store
.Mac [®]	online services
Mac App Store SM	online store
Mac.com [®]	Email service
Mac Integration Basics 10.6 SM	training course
Mac OS X Advanced Administration SM	training course
Mac OS X Deployment SM	training course
Mac OS X Directory Services SM	training course
Mac OS X Security & Mobility SM	training course
Mac OS X Server Essentials SM	training course
Mac OS X Support Essentials SM	training course
MobileMe [®]	online services
Motion Graphics and Effects in Final Cut Studio SM	training course
onetoone [®]	service and support program
ProCare [®]	service and support program
Shop different TM	slogan
Vingle [®]	feature of online store
Xsan for Pro Video SM	training course

Xsan 2 Administration™	training course
Xsan 2 for Pro Video™	training course

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SPECIAL COMMENTS

If you have any questions or comments regarding the list, please send us an e-mail at appletm@apple.com.

This list includes updates as of May 19, 2011.

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EXHIBIT C
GUIDELINES FOR USING APPLE TRADEMARKS AND COPYRIGHTS



Mac
iPod
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iTunes
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(Formerly entitled Guidelines for Third Parties Using Apple Trademarks and Copyrights)

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Legal Information

End User Software License Agreements

Hardware Warranties

iPhone Warranty
Original iPhone
iPhone 3G
Privacy Policy

iTunes Store Terms

Sales Policies

Apple Global Online Support site (AGOS)

English

Français (French)

Deutsch (German)

日本語 (Japanese)

Apple Online Store

Apple Online Store for K12 Schools

Apple Online Store for Higher Education

Retail Store

Apple Online Store for Education Individuals

Apple Authorized U.S. Reseller

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AppleCare Service Plan

AppleCare Protection Plan

AppleCare Protection Plan for iPhone

AppleCare Protection Plan for iPad

AppleCare Repair Agreement

AppleCare Parts Agreement

Bomgar Remote Support Software

AppleCare Premium Service and Support Plan Terms and Conditions

AppleCare Technical Support Services Terms and Conditions

Remote Support Terms and Conditions

(Bomgar Software) (PDF)

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Apple Print Services Sales Policies & Ordering Information

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iTunes Store Gift Certificates and Allowances Terms and Conditions

iTunes Store Terms of Sale

Discussions Terms and Conditions

Repair Terms and Conditions

iPhone Service

Retail Store Service

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General Service (Dutch)

General Service (Spanish)

General Service (Italian)

General Service (Japanese)

General Service (German)

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General Service (French)

Express Replacement Service for iPhone

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Out of Warranty Terms and Conditions

Training Service Terms and Conditions

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Privacy Policy

Trademark, Copyright and Intellectual Property

Trademark List

Copyright

Apple Web Badges

Piracy Prevention

Guidelines for Trademarks and Copyrights

FileMaker Legal Information

NeXT Trademark List

Training and Certification Agreements and Policies

Legal Contacts

Export Compliance

Supplier Provisions

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- c. "Mac" is used in combination with another non-generic word.

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Not Correct: I bought two Macintoshes.

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Updated January 11, 2007 by the Apple Legal Team – appletm@apple.com