

# EXHIBIT 20

# iCloud Terms and Conditions

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## Welcome to iCloud

THIS LEGAL AGREEMENT BETWEEN YOU AND APPLE GOVERNS YOUR USE OF THE iCloud PRODUCT, SOFTWARE, SERVICES, AND WEBSITES (COLLECTIVELY REFERRED TO AS THE "SERVICE"). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. BY CLICKING "AGREE," YOU ARE AGREEING THAT THESE TERMS WILL APPLY IF YOU CHOOSE TO ACCESS OR USE THE SERVICE.

Apple is the provider of the Service, which permits you to utilize certain Internet services, including storing your personal content (such as contacts, calendars, photos, notes, reminders, documents, app data, and iCloud email) and making it accessible on your compatible devices and computers, and certain location based services, only under the terms and conditions set forth in this Agreement. iCloud is automatically enabled when you are running devices on iOS 9 or later and sign in with your Apple ID during device setup, unless you are upgrading the device and have previously chosen not to enable iCloud. You can disable iCloud in Settings. When iCloud is enabled, your content will be automatically sent to and stored by Apple, so you can later access that content or have content wirelessly pushed to your other iCloud-enabled devices or computers.

## I. REQUIREMENTS FOR USE OF THE SERVICE

**A. Age.** The Service is only available to individuals aged 13 years or older (or equivalent minimum age in the relevant jurisdiction), unless you are under 13 years old and your Apple ID was provided to you as a result of a request by an approved educational institution or established as part of the Family Sharing feature by your parent or guardian. We do not knowingly collect, use or disclose personal information from children under 13, or equivalent minimum age in the relevant jurisdiction, without verifiable parental consent. Parents and guardians should also remind any minors that conversing with strangers on the Internet can be dangerous and take appropriate precautions to protect children, including monitoring their use of the Service.

To use the Service, you cannot be a person barred from receiving the Service under the laws of the United States or other applicable jurisdictions, including the country in which you reside or from where you use the Service. By accepting this Agreement, you represent that you understand and agree to the foregoing.

**B. Devices and Accounts.** Use of the Service may require compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. Apple reserves the right to limit the number of Accounts that may be created from a device and the number of devices associated with an Account. The latest version of required software may be required for certain transactions or features. You agree that meeting these requirements is your responsibility.

**C. Limitations on Use.** You agree to use the Service only for purposes permitted by this Agreement, and only to the extent permitted by any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. Your Account is allocated 5GB of storage capacity as described in the iCloud feature pages. Additional storage is available for purchase, as described below. Exceeding any applicable or reasonable limitation of bandwidth, or storage capacity (for example, backup or email account space) is prohibited and may prevent you from backing up to iCloud, adding documents, or receiving new email sent to your iCloud email address. If your use of the Service or other behavior intentionally or unintentionally threatens Apple's ability to provide the Service or other systems, Apple shall be entitled to take all reasonable steps to protect the Service and Apple's systems, which may include suspension of your access to the Service. Repeated violations of the limitations may result in termination of your Account.

If you are a covered entity, business associate or representative of a covered entity or business associate (as those terms are defined at 45 C.F.R § 160.103), You agree that you will not use any component, function or other facility of iCloud to create, receive, maintain or transmit any "protected health information" (as such term is defined at 45 C.F.R § 160.103) or use iCloud in any manner that would make Apple (or any Apple Subsidiary) Your or any third party's business associate.

**D. Availability of the Service.** The Service, or any feature or part thereof, may not be available in all languages or in all countries and Apple makes no representation that the Service, or any feature or part thereof, is appropriate or available for use in any particular location. To the extent you choose to access and use the Service, you do so at your own initiative and are responsible for compliance with any applicable laws.

**E. Changing the Service.** Apple reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Service, provided that Apple will give you 30 days' advance notice of any material adverse change to the Service or applicable terms of service, unless it would not be reasonable to do so due to circumstances arising from legal, regulatory, or governmental action; to address user security, user privacy, or technical integrity concerns; to avoid service disruptions to other users; or due to a natural disaster, catastrophic event, war, or other similar occurrence outside of Apple's reasonable control. With respect to paid cloud storage services, Apple will not make any material adverse change to the Service before the end of your current paid term, unless a change is reasonably necessary to address legal, regulatory, or governmental action; to address user security, user privacy, or technical integrity concerns; to avoid service disruptions to other users; or to avoid issues resulting from a natural disaster, a catastrophic event, war, or other similar occurrence outside of Apple's reasonable control. In the event that Apple does make material adverse changes to the

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Apple will provide you with a pro rata refund of any pre-payment for your most current paid term. Apple shall not be liable to you for any modifications to the Service or terms of service made in accordance with this Section IE.

## II. FEATURES AND SERVICES

### A. Use of Location-based Services

Apple and its partners and licensors may provide certain features or services (e.g., Find My iPhone, Find My Friends) that rely upon device-based location information using GPS (where available) and crowd-sourced Wi-Fi hotspot and cell tower locations. To provide such features or services, where available, Apple and its partners and licensors must collect, use, transmit, process and maintain your location data,

including but not limited to the geographic location of your device and information related to your iCloud account ("Account") and any devices registered thereunder, including but not limited to your Apple ID, device ID and name, and device type.

You may withdraw consent to Apple and its partners' and licensors' collection, use, transmission, processing and maintenance of location and Account data at any time by not using the location-based features and turning off the Find My iPhone, Find My Friends, or Location Services settings (as applicable) on your device. When using third party services that use or provide location data as part of the Service, you are subject to and should review such third party's terms and privacy policy on use of location data by such third party services. Any location data provided by the Service is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death, personal injury, property or environmental damage. Apple shall use reasonable skill and due care in providing the Service, but neither Apple nor any of its service and/or content providers guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed by the Service. LOCATION-BASED SERVICES ARE NOT INTENDED OR SUITABLE FOR USE AS AN EMERGENCY LOCATOR SYSTEM.

#### B. Find My iPhone

Find My iPhone is automatically enabled on iOS devices running iOS 8 or later when iCloud is enabled. When Find My iPhone is enabled on iOS devices running iOS 7 or later, your iOS device will be automatically linked to your Apple ID. Your Apple ID password will be required before anyone (including you) can turn off Find My iPhone, sign out of iCloud, erase or activate the device. Apple and its authorized agents may not perform hardware or software support services, including services under Apple's limited warranty, unless you disable Find My iPhone prior to service. Apple shall bear no responsibility for your failure to protect your iOS device with a passcode, enable Lost Mode, and/or receive or respond to notices and communications. Apple shall also bear no responsibility for returning your iOS device to you or for any loss of data on your iOS device.

If you have an Apple Watch and pair it with an iPhone when you are signed in to iCloud, you may be able to benefit from the security features of Find My iPhone Activation Lock on your Apple Watch. If you enable Activation Lock for your Apple Watch and did not previously have Find My iPhone enabled on your paired iPhone, you will automatically turn on Find My iPhone on your paired iPhone. If you lose your watch and did not have Activation Lock turned on, you will not be able to benefit from the security features of Find My iPhone by turning it on from your iPhone unless you are in range of your Apple Watch to pair the devices.

#### C. Backup

The Service creates automatic backups for iOS devices periodically, when the device is screen locked, connected to a power source, and connected to the Internet via a Wi-Fi network. iCloud will store your last three backups; however, if a device has not backed up to iCloud for a period of one hundred and eighty (180) days, Apple reserves the right to delete the backups associated with that device. Backup is limited to device settings, device characteristics, photos and videos, documents, messages (iMessage, SMS, and MMS), ringtones, app data (including Health app data), location settings (such as location-based reminders that you have set up), and Home screen and app organization. Content purchased from the iTunes Store, App Store, or iBookstore is not backed up, but may be eligible for download from those services, subject to account requirements, availability, and the applicable terms and conditions. Media synced from your computer is not backed up. If you enable iCloud Photo Library, your Photo Library will be

backed up separately from the automatic iCloud backup. Your iCloud email, contacts, calendars, bookmarks, and documents are stored in, and can be accessed via iCloud on your devices and computers. Apple shall use reasonable skill and due care in providing the Service, but, TO THE GREATEST EXTENT PERMISSIBLE BY APPLICABLE LAW, APPLE DOES NOT GUARANTEE OR WARRANT THAT ANY CONTENT YOU MAY STORE OR ACCESS THROUGH THE SERVICE WILL NOT BE SUBJECT TO INADVERTENT DAMAGE, CORRUPTION, LOSS, OR REMOVAL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, AND APPLE SHALL NOT BE RESPONSIBLE SHOULD SUCH DAMAGE, CORRUPTION, LOSS, OR REMOVAL OCCUR. It is your responsibility to maintain appropriate alternate backup of your information and data.

When iCloud Backup is enabled, your device will not back up to iTunes automatically during a sync, but you may choose to manually initiate a backup to iTunes.

#### D. Photos

1. **iCloud Photo Library.** When you enable iCloud Photo Library, your photos, videos and metadata in the Photos App on your iOS device, OS X computer, or Windows PC ("Device Photo Library") will be automatically sent to iCloud, stored as your Photo Library in iCloud, and then pushed to all of your other iCloud Photo Library-enabled devices and computers. If you later make changes (including deletions) to the Device Photo Library on any one of these devices or computers, your changes will automatically be sent to and reflected in your iCloud Photo Library. These changes will also be pushed from iCloud to and reflected in the Device Photo Library on all of your other iCloud Photo Library-enabled devices and computers. Please note that the resolution of content in your Photo Library on your device or computer may vary depending upon the amount of available storage and the storage management option you have selected for your iCloud-Photo-Library-enabled device. If you do not wish to use iCloud Photo Library, you can turn iCloud Photo Library off on all of your Apple devices that have iCloud Photo Library enabled.

2. **My Photo Stream.** When you use the My Photo Stream feature of iCloud, Apple may store photos taken on your iOS Device or uploaded from your computer for a limited period of time and automatically send the photos to your other Apple devices that have My Photo Stream enabled. Please note that a limited number of photos may be stored in the cloud or on your devices at any one time, and older photos will be automatically deleted from My Photo Stream over time. Any photos you want to keep on a particular device permanently must be saved to the camera roll or the photo library on your computer. Photo resolution may vary depending on the device to which the photos are downloaded. If you do not wish to use My Photo Stream, you can turn My Photo Stream off on all of your Apple devices that have My Photo Stream enabled. If you enable iCloud Photo Library, devices and computers will no longer download data from My Photo Stream, but will continue to upload data to My Photo Stream. This means that iCloud-Photo-Library-enabled devices and computers will send data to devices and computers that are not enabled, while data from non-enabled devices and computers will not be uploaded to iCloud Photo Library.

3. **iCloud Photo Sharing.** By using the iCloud Photo Sharing feature, Apple may continuously store the photos and videos you share until you delete them, send those photos and videos to your other Apple devices that have iCloud Photo Sharing enabled, and send them to the Apple devices of the people you choose to share them with, including members of your Family if Family Sharing is enabled. When you use iCloud Photo Sharing, you are allowing your recipients to view, save, copy, and share your photos and videos, as well as contribute photos and videos, and leave comments. If you choose to use iCloud Photo Sharing to share photos via a web link, these photos will be publicly available to anyone who has been provided or has access to the web link. You can delete individual photos, videos, comments, or entire

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