

Questions for the Record from the Honorable David N. Cicilline, Chairman, Subcommittee on Antitrust, Commercial and Administrative Law of the Committee on the Judiciary

Questions for Mr. Kyle Andeer, Vice President, Corporate Law, Apple, Inc.

1. Does Apple permit iPhone users to uninstall Safari? If yes, please describe the steps a user would need to take in order to do so. If no, please explain why not.
2. Does Apple permit iPhone users to set a browser other than Safari as the default browser? If yes, please describe the steps a user would need to take in order to do so. If no, please explain why not.
3. Does Apple permit iPhone users to set a browser other than Safari as the default browser for opening links clicked in apps that are pre-installed on Apple devices (e.g., Apple Messenger, Mail)? If yes, please describe the steps a user would need to take in order to do so. If no, please explain why not.
4. Does Apple restrict, in any way, the ability of competing web browsers to deploy their own web browsing engines when running on Apple's operating system? If yes, please describe any restrictions that Apple imposes and all the reasons for doing so. If no, please explain why not.
5. If a competing web browser seeks to introduce new features and security systems that would offer users enhanced privacy, would any restrictions imposed by Apple limit the competing web browser's ability to do so on iOS? If yes, please describe the restrictions that Apple imposes and all the reasons for doing so. If no, please explain why not.
6. Apple's Safari browser uses WebKit, the same browser engine that Apple policy requires competing browsers to use. Are there any WebKit functions that Apple allows Safari to use but that competing browsers are not permitted to use? If yes, please identify which ones and for each function describe all the reasons for not granting access to competing browsers.
7. In its testimony, Apple stated that 84% of apps on the App Store "share none of the revenue they make from our store with Apple." Please explain how Apple selects the 16% of apps that are required to share their revenue with Apple.
8. Please identify all the factors that Apple considers when determining whether it will allow an app to offer payment options other than Apple's own payment system and explain why and how each is considered.
9. Please identify the principles that Apple believes it must adhere to with regard to how it treats apps that compete with Apple's own apps and explain all the reasons why for adopting them.

10. Does Apple believe that it is appropriate to enable its own apps to have functionality or features within iOS that Apple does not allow competing apps to use? If yes, please explain why. If no, please explain why not.
11. Does Apple allow apps to e-mail their customers whose e-mail addresses were obtained by signing up for the app through the iOS?
 - a. If no, why not?
 - b. If Apple does allow some apps to e-mail consumers but does not allow others, please explain how Apple makes this determination.
12. In 2012, Apple introduced Apple Maps. How much has Apple invested in Apple Maps since its introduction?
13. Why did Apple decide to build its own maps application rather than continue to use Google Maps to power the maps applications on iPhones?
14. For each of the past five years, what percentage of iOS users have downloaded Google Maps or another Google map application (e.g., Waze)?
15. How does Apple Maps usage compare to usage of Google Maps and other Google map applications on iOS?
16. Does Apple impose any restrictions on what information third-party mapping applications can collect? If yes, please identify all the restrictions, the reason for each restriction, and indicate whether Apple also limits iOS or Apple mapping applications from collecting this same type of information.
17. Why does Apple prevent independent repair stores from accessing many of Apple's spare parts and repair manuals? Isn't this just a way for Apple to elbow out competition and extend its monopoly into the market for repairs?
18. What types of repairs does Apple prevent its authorized technicians from making on Apple devices and what are the reasons for doing so?
19. Does Apple take any actions to block consumers from seeking out or using repair shops that offer a broader range of repairs than those offered by authorized technicians? If yes, describe each action that Apple takes and the reason for doing so.
20. How many repair technicians does Apple employ in the United States?
21. For each year since 2009, please identify the total revenue that Apple derived from repair services.

22. Apple has created a network of Apple Authorized Service Providers (AASPs) to make Apple-certified repairs. Please provide a full list of repairs that Apple permits AASPs to make on Apple products.
23. Does Apple limit the repairs it permits AASPs to make? If so, please provide a full list of the repairs that AASPs are not permitted to make and explain all the reasons Apple does not permit each type of repair.
24. If a customer seeks a repair that an AASP will not make and the customer then seeks that same repair from an unauthorized technician, will Apple refuse repair services to that customer in the future? If yes, explain all the reasons why Apple refuses access to future repair services.
25. Does Apple instruct AASPs to refuse repair services to customers based on customers' repair history? If yes, describe these instructions and explain all the reasons why Apple gives these instructions.
26. Please provide a full list of circumstances or conditions under which Apple instructs AASPs to refuse repair services to customers and explain all the reasons for each instruction.
27. Are there any repair shops to which Apple will not sell Apple replacement parts? If yes, please identify and describe the factors that determine whether Apple will or will not sell replacement parts to a repair shop.
28. Which Apple spare or replacement parts does Apple make available for purchase by customers who may want to repair products themselves or hire an independent technician?
29. For each year since 2009, what is the total amount that Apple has accepted from Google for the right to be the default search engine in Safari and in any other Apple products or services? Please identify the amount accepted from Google in total and broken down by each Apple product.
30. Please describe what types of data Apple collects through Siri and how Apple uses each type of data.
31. Please identify which categories or teams of Apple employees have access to data or information that Apple collects through Siri, specify the types of data to which each has access, and describe where in Apple's organization chart the teams or employees are located.
32. Does Apple include, or has it ever included, in any contracts with business partners a waiver of some or all intellectual property rights whereby a business partner agrees not to

bring some or all intellectual property infringement claims with regards to an Apple product? If yes, please describe the relevant circumstances.

33. Does Apple include, or has it ever included, in any contracts with business partners a waiver of some or all antitrust claims whereby a business partner agrees not to bring some or all antitrust claims with regards to Apple's conduct? If yes, please describe the relevant circumstances.
34. Please identify the percentage of Apple consumers that are subject to a mandatory arbitration clause and/or class action waiver in their agreement with Apple, describe the relevant provisions, and identify any types or categories of Apple consumer contracts that do not contain a mandatory arbitration clause and/or class action waiver.
35. Since 2014, how many Apple consumers have initiated arbitration proceedings to adjudicate a legal claim against Apple, in total and broken down by type of legal claim?
36. Please identify the percentage of Apple employees that are subject to a mandatory arbitration clause and/or class action waiver in their agreement with Apple, describe the relevant provisions, and identify any types or categories of Apple employee contracts that do not contain a mandatory arbitration clause and/or class action waiver.
37. Since 2014, how many current or former Apple employees have initiated arbitration proceedings to adjudicate a legal claim against Apple, in total and broken down by type of legal claim?
38. Please identify the percentage of Apple contractors that are subject to a mandatory arbitration clause and/or class action waiver in their agreement with Apple, describe the relevant provisions, and identify any types or categories of Apple contractor contracts that do not contain a mandatory arbitration clause and/or class action waiver.
39. Since 2014, how many current or former Apple contractors have initiated arbitration proceedings to adjudicate a legal claim against Apple, in total and broken down by type of legal claim?
40. Please identify the percentage of app developers that are subject to a mandatory arbitration clause and/or class action waiver in their agreement with Apple, describe the relevant provisions, and identify any types or categories of Apple's contracts with app developers that do not contain a mandatory arbitration clause and/or class action waiver.
41. Since 2014, how many current or former app developers have initiated arbitration proceedings to adjudicate a legal claim against Apple, in total and broken down by type of legal claim?
42. Please identify the percentage of Apple employees and contractors that are subject to a non-compete clause in their agreement with Apple, describe the relevant provisions, and

identify any types or categories of Apple employees and contractors that are not subject to a non-compete clause.

43. Since 2014, how many former Apple employees and contractors has Apple sued or initiated arbitration proceedings against in connection with an alleged breach of a non-compete clause? Please break down this number by type of legal relationship (e.g., employee or contractor) and describe the relevant circumstances that gave rise to each suit or arbitration.

Instructions for Responding to Questions for the Record from the Honorable David N. Cicilline, Chairman, Subcommittee on Antitrust, Commercial and Administrative Law of the Committee on the Judiciary

1. Provide a wholly contained answer to each question. A question's answer should not cross-reference answers provided in other questions or previous submissions to the Committee.
2. Provide answers to each question in a machine-readable and searchable format. For example, data should be produced in an Excel spreadsheet.
3. If a question asks for a yes or no answer, provide a yes or no answer first and then provide any subsequent explanation.
4. If a question asks for a choice between two options, state which of the options applies or that neither applies, followed by any subsequent explanation.
5. Any word or term that the Company considers vague or insufficiently defined has the meaning most frequently assigned to it by the Company in the ordinary course of business.
6. If you disagree with the premise of how a question is phrased or structured, respond to the question as written and then articulate both the premise with which you disagree and the basis for that disagreement.
7. To the extent that an answer depends on an ambiguity in the question asked, please state the ambiguity you perceive in the question and provide multiple answers that articulate each possible reasonable interpretation of the question in light of the ambiguity.
8. If it is impossible to answer a question without divulging confidential or privileged information, please clearly state the basis for confidentiality or privilege invoked and provide as extensive an answer as possible without breaching that confidentiality or privilege. For questions calling for answers requiring confidential information, please provide a complete answer in a sealed, confidential form. These materials will be kept confidential until further notice. For questions calling for privileged information, please describe the privileged relationship and identify the privileged documents or materials that, if disclosed, would fully answer the question.
9. In responding to each question, be aware that (unless otherwise determined by the Committee) the Committee does not recognize: any purported non-disclosure privileges associated with the common law including but not limited to the deliberative-process privilege, the attorney-client privilege, and attorney work product protections; any purported privileges or protections from disclosure under the Freedom of Information Act; or any purported contractual privileges, such as non-disclosure agreements.