As used herein, "Seller" includes Seller, its subsidiaries and affiliates; "TiVo" includes TiVo Inc. and its subsidiaries and affiliates.

1. SERVICES & DELIVERABLES

Seller agrees to perform the services ("Services") and/or provide the goods or Service deliverables (collectively referred to as "Goods"), described in any purchase order, in accordance with the applicable purchase order, scope of work and with these Terms and Conditions ("Agreement"). Upon acceptance of a purchase order, shipment of Goods or commencement of a Service, Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable purchase order, whether Seller acknowledges or otherwise signs this Agreement or the purchase order, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services.

This writing does not constitute a firm offer within the meaning of Section 2205 of the California Commercial Code, and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded or otherwise altered, except by writing signed by an authorized TiVo representative. Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller, which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller’s prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods or beginning performance of any Services by Seller shall constitute such assent. TiVo hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods or prior to commencement of any Services. TiVo shall not be subject to any charges or other fees as a result of such cancellation.

2. DELIVERY

Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of the applicable purchase order. TiVo reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Goods within the time specified, TiVo may, at its option, decline to accept the Goods and terminate the Agreement or may demand its allocable fair share of Seller’s available Goods and terminate the balance of the Agreement. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. TiVo’s purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

3. IDENTIFICATION, RISK OF LOSS & DESTRUCTION OF
GOODS

Identification of the Goods shall occur in accordance with Section 2501 of the California Commercial Code. Seller assumes all risk of loss until receipt by TiVo. Title to the Goods shall pass to TiVo upon receipt by it of the Goods at the designated destination. If the Goods ordered are destroyed prior to title passing to TiVo, TiVo may at its option cancel the Agreement or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, TiVo shall have the right to require delivery of the Goods not destroyed.

4. PAYMENT

As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to TiVo as provided herein, TiVo shall pay Seller (i) the amount agreed upon and specified in the applicable purchase order, or (ii) Seller's quoted price on date of shipment (for Goods), or the date Services were started (for Services), whichever is lower. If price is not stated in the purchase order or quoted by Seller on the date of shipment or the start of Services, the price will be Seller's lowest prevailing market price. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and government imposed surcharges shall be stated separately on Seller's invoice. Payment is made when TiVo's check is mailed. Payment shall not constitute acceptance. All personal property taxes assessable upon the Goods prior to receipt by TiVo of Goods conforming to the purchase order shall be borne by Seller. Seller shall invoice TiVo for all Goods delivered and all Services actually performed. Each invoice submitted by Seller must be provided to TiVo within ninety (90) days of completion of the Services or delivery of Goods and must reference the applicable purchase order, and TiVo reserves the right to return all incorrect invoices. TiVo will receive a 2% discount of the invoiced amount for all invoices that are submitted more than ninety (90) days after completion of the Services or delivery of the Goods. Unless otherwise specified on the face of a purchase order, TiVo shall pay the invoiced amount within sixty (60) days after receipt of an undisputed invoice. Seller will receive no royalty or other remuneration on the production or distribution of any products developed by TiVo or Seller in connection with or based on the Goods or Services provided.

5. INSPECTION AND ACCEPTANCE

TiVo shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and Goods received prior to inspection shall not be deemed accepted until TiVo has run an adequate test to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform with the provisions hereof, TiVo shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect and risk of loss will pass to Seller upon TiVo's delivery to the common carrier.

6. WARRANTIES

6.1 General: Supplier warrants that (i) it has the right to enter into this purchase order, and will comply, at
its own expense, with the terms of any contract, or obligation, including any between Seller and its end-users; or any law, regulation or ordinance to which it is or becomes subject; (ii) no claim, lien, or action exists or is threatened against Seller that would interfere with TiVo's rights under this purchase order; (iii) Goods and Services deliverables specified in this purchase order do not contain any harmful code and do not infringe any privacy, publicity, reputation or intellectual property right of a third party; (iv) it will not use, disclose, or transfer across borders any information that is processed for TiVo that may identify an individual ("Personal Data"); and (v) it will comply with all applicable data privacy laws and regulations, will implement and maintain appropriate technical and other protections for the Personal Data, and will cooperate fully with TiVo's requests for access to, correction of, and destruction of Personal Data in Seller's possession;

6.2 Services: Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this Agreement. Seller represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.

6.3 Goods: Seller warrants that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from defects in design except based entirely upon written designs provided by TiVo unless such designs are based entirely on Seller's specifications. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of fifteen (15) months from the date of delivery to TiVo or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Seller hereby agrees that it will make spare parts available to TiVo for a period of five (5) years from the date of shipment at Sellers then current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by the California Commercial Code. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to TiVo Seller's standard warranty and service guaranty applicable to the Goods. All warranties and Service guaranties shall run both to TiVo and to its customers.

If TiVo identifies a warranty problem with the Goods during the warranty period, TiVo will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at TiVo's option, either repair or replace such Goods, or credit TiVo's account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

7. INDEPENDENT CONTRACTOR

TiVo is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind TiVo by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("Seller's Assistants") are agents or employees of TiVo, and therefore are not entitled to any employee benefits of TiVo, including but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall
provide Seller's own supplies and equipment.

8. TAXES AND RECORDS

Seller shall be solely responsible for filing the appropriate federal, state and local tax forms, including, without limitation, a Schedule C or a Form 1020, and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement. Seller further agrees to provide TiVo with reasonable assistance in the event of a government audit. TiVo shall have no responsibility to pay or withhold from any payment to Seller under this Agreement, any federal, state or local taxes or fees. TiVo will regularly report amounts paid to Seller by filing Form 1099-MISC with the Internal Revenue Service.

9. INTELLECTUAL PROPERTY AND INDEMNITY

Seller grants TiVo all rights and licenses necessary for TiVo (including TiVo's subsidiaries or other related legal entities) to use, transfer, pass-through, and sell the Goods or Services specified in the purchase order and to exercise the rights granted under the purchase order. TiVo does not grant Seller any licenses, covenants or other rights in connection with the purchase order.

Seller shall indemnify, hold harmless, and at TiVo's request, defend TiVo, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean up costs, (ii) Seller failing to satisfy the Internal Revenue Service's guidelines for an independent contractor, (iii) any claim based on the negligence, omissions or willful misconduct of Seller or any Seller's Assistants, and (iv) any claim by a third party against TiVo alleging that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement, infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. Seller shall not settle any such suit or claim without TiVo's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by TiVo in enforcing this indemnity, including attorneys' fees.

Should TiVo's use, or use by its distributors, subcontractors or customers, of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for TiVo, its distributors, subcontractors or customers the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

10. EXCHANGE OF INFORMATION

All exchanges of information between the parties pursuant to this purchase order will be considered non-
confidential unless the parties have entered into a separate written confidentiality agreement.

11. TERMINATION

TiVo may terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, TiVo shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to TiVo through the date of termination, less appropriate offsets, including any additional costs to be incurred by TiVo in completing the Services.

TiVo may terminate this Agreement, or any Service(s), for any other reason upon thirty (30) days' written notice to Seller. Seller shall cease to perform Services and/or provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, TiVo shall be liable to Seller only for those Services satisfactorily performed and those conforming Goods delivered to TiVo through the date of termination, less appropriate offsets.

Seller may terminate this Agreement upon written notice to TiVo if TiVo fails to pay Seller within sixty (60) days after Seller notifies TiVo in writing that payment is past due.

Upon the expiration or termination of this Agreement for any reason each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration.

12. REMEDIES

If Seller breaches this Agreement, TiVo shall have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by TiVo shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Goods for TiVo's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by TiVo and any resale so made shall be for the account of Seller.

13. FORCE MAJEURE

TiVo shall not be liable for any failure to perform including failure to (i) accept performance of Services or, (ii) take delivery of the Goods as provided caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation. In the event TiVo is so excused, either party may terminate the Agreement and TiVo shall at its expense and risk, return any Goods received to the place of shipment.

14. SEVERABILITY
If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15. LIMITATION OF LIABILITY
IN NO EVENT SHALL TiVo BE LIABLE TO SELLER OR SELLER’S ASSISTANTS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT TiVo WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

16. ASSIGNMENT; WAIVER
Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of TiVo. Any assignment or transfer without such written consent shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of TiVo without restriction. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

17. NONEXCLUSIVE AGREEMENT
This is not an exclusive agreement. TiVo is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer and provide Seller's Services and/or Goods to others; provided however, that Seller does not breach this Agreement.

18. NOTICES
Except for Purchase Orders which may be sent by local mail, facsimile transmission, or electronically transmitted., all notices, and other communications hereunder shall be in writing, and shall be addressed to Seller or to an authorized TiVo representative, and shall be considered given when (a) delivered personally, (b) sent by confirmed telex or facsimile, (c) sent by commercial overnight courier with written verification receipt, or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

19. SURVIVAL OF OBLIGATIONS
Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

20. GOVERNING LAW
This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of California, excluding its conflict of law rules. The Superior Court of the County of Santa Clara or the United States District Court for the Northern District of California shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties and it shall not apply to the terms and conditions of this Agreement.

21. ENTIRE AGREEMENT; MODIFICATION

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, including a purchase order or a change order issued by TiVo, signed by the parties. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.

22. COMPLIANCE WITH LAWS

22.1 General: Seller shall comply fully with all applicable U.S. and international laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, environmental, export and import laws, regulations, orders, and policies.

22.2 Hazardous Materials: If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials.

22.3 Customs: Upon TiVo's request, Seller will promptly provide TiVo with a statement of origin for all Goods and United States Customs documentation for Goods wholly or partially manufactured outside of the United States.

23. INJUNCTIVE RELIEF

Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to TiVo for which there will be no adequate remedy at law and, in the event of such breach, TiVo will be entitled to seek injunctive relief, or a decree of specific performance.