These terms & conditions apply to the media analytic reports (the **Licensed Reports** provided by TiVo Research and Analytics, Inc. (TRA) and services related to creating the Licensed Reports (the **TRA Services**) as described in the order form signed by the entity identified on the order form (**you**) and TRA (an **Order Form**).

1. **TRA Services**
TRA will provide you with Licensed Reports based on the specifications set forth in an Order Form (e.g., campaign dates, campaign name, demographics or deliverable date).

2. **TRA License**
TRA grants you a perpetual, non-exclusive, non-transferable, non-sublicensable right and license to use and reproduce from the Licensed Reports for your internal business purposes only. You may not directly or indirectly sell, lend, rent, resell, lease, sublicense or otherwise transfer to any third-party any of the rights granted to you with respect to the Licensed Reports.

3. **Content You Provide**
If you choose to provide any content to TRA in connection with the TRA Services (**Content**), you grant TRA a non-exclusive license to your Content as needed for TRA to run the TRA Services (for example, to host, backup, display, and process your Content in order to create the Licensed Reports). This license extends to third parties TRA works with to provide the TRA Services (such as a cloud hosting provider). Only give TRA the Content that you own or are otherwise permitted to grant the foregoing licenses to. TRA Services are not designed to be a storage solution, and you should always maintain a backup copy of your Content. TRA will: (a) hold the Content in strict confidence; (b) protect and safeguard the confidentiality of the Content with at least the same degree of care as it protects and safeguards its own confidential and proprietary information (but in no event with less than a reasonable degree of care); and (c) not remove, obscure or alter any proprietary rights notice pertaining to the Content.

4. **Confidentiality**
You shall: (a) hold the Licensed Reports in strict confidence; (b) protect and safeguard the confidentiality of the Licensed Reports with at least the same degree of care as you protect and safeguard your own confidential and proprietary information (but in no event with less than a reasonable degree of care); and (c) not remove, obscure or alter any proprietary rights notice pertaining to the Licensed Reports.
You may only disclose or disseminate Licensed Reports to your employees, contractors, and professional advisors (**Representatives**) who have a need to know and who have signed written agreements with (or are otherwise bound by confidentiality obligations owed to) you that require or permit such individuals to use, disclose and protect the Licensed Reports only in a manner consistent with the provisions of these terms. You will be liable to TRA for any failure by any of your Representatives to comply with any of your obligations set forth in these terms.

5. **IP Rights**
Your license to the Licensed Reports does not include ownership rights in or to the Licensed
Reports. You shall obtain no rights in any underlying processes, software, trade secrets, trademarks, patents, or any other intellectual property or proprietary rights owned by TRA or that are used by TRA in or in connection with the creation of the Licensed Reports. The Licensed Reports are not works made for hire, and TRA reserves all rights not expressly granted to you. Visit www.tivoresearch.com/patents for a non-exhaustive list of patents that apply to the TRA Services.

6. Feedback
You and your Authorized Users may (but are not required to) provide TRA with suggestions, comments or other feedback regarding TRA Services ("Feedback"). If you or your Authorized Users do provide TRA with Feedback, then TRA may freely use, disclose, reproduce, license, distribute and otherwise commercially exploit such Feedback in connection with any product, technology, service, specification or other documentation.

7. Fees and Payments
You shall pay TRA the fees set forth in an Order Form within 30 days of receipt of an invoice. You shall also pay TRA interest on any amounts not paid at 1.5% per month (or, if lower, the maximum legal rate) from the date originally due. Amounts paid to TRA are nonrefundable. You are responsible for all value-added, goods and services, sales, use and similar taxes due with respect to the TRA Services.

8. Term and Termination
These terms apply during the term set forth in an Order Form. This sentence, accrued payment obligations, sections 2-6, and sections 9-13 will continue to apply after the term.

9. Warranty Disclaimer
TRA PROVIDES THE TRA SERVICES AND LICENSED REPORTS AS IS AND AS AVAILABLE WITHOUT WARRANTIES OF ANY KIND. TO THE GREATEST EXTENT PERMITTED BY LAW, TRA AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES REGARDING ACCURACY, USE, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR USAGE OF TRADE.

10. Indemnification by TRA
TRA shall defend you and your officers, directors, employees and agents from and against any actual or threatened third-party claim alleging that the use of the TRA Services and/or Licensed Reports as permitted under these terms infringes or misappropriates the intellectual property rights or other proprietary rights of any third party, violates any right of privacy or publicity, or violates any applicable law (a Claim), provided that you promptly notify TRA of any such Claim in writing and cooperate with TRA to facilitate the defense of any such Claim.
With respect to any such Claim, TRA will pay: (a) all damages, costs, and attorney fees finally awarded against you; (b) all out-of-pocket costs (including reasonable attorney fees reasonably incurred in connection with the defense (other than attorney fees and costs incurred without TRA prior written consent); and (c) any amounts to be paid to a third party in settlement as agreed to by TRA in writing.
This section 10 sets forth TRA sole liability to you, and your exclusive remedy against TRA, with respect to a Claim.

11. Indemnification by You
You shall defend TRA from and against any and all third party claims, demands, damages, liabilities, costs, and expenses (including reasonable attorney fees and related litigation costs) arising out of or related to your breach of these terms. TRA will promptly notify you of any such claim, and will provide you (at your expense) with reasonable assistance in defending the claim. You will allow TRA to participate in the defense, and will not settle any such claim without TRA prior written consent.

12. Limitations of Liability
TO THE GREATEST EXTENT PERMITTED BY LAW, TRA AND ITS LICENSORS, AFFILIATES, AND SERVICE PROVIDERS WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR: (1) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF TRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND/OR SUCH DAMAGES ARE FORESEEABLE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR USE OF (OR INABILITY TO USE) ANY TRA SERVICE OR LICENSED REPORT OR (2) ANY DIRECT DAMAGES IN EXCESS OF WHAT YOU HAVE PAID TRA FOR ACCESS TO THE TRA SERVICE AT ISSUE. THIS IS INTENDED TO APPLY EVEN UNDER CIRCUMSTANCES THAT CAUSE ANY EXCLUSIVE REMEDY UNDER THESE TERMS TO FAIL OF ITS ESSENTIAL PURPOSE.
YOU MUST BRING ANY CLAIM RELATED TO THESE TERMS, THE TRA SERVICES OR LICENSED REPORTS WITHIN ONE YEAR OF THE DATE YOU COULD FIRST BRING THE CLAIM OR IT WILL BE PERMANENTLY BARRED.

13. Miscellaneous
Amendments: The parties may only amend these terms in writing.
Assignment: You may not assign or transfer these terms (or any rights or obligations hereunder) without TRA’s prior written consent; any attempted assignment or transfer without complying with the foregoing will be void. TRA may freely assign or transfer these terms. These terms inure to the benefit of and are binding upon the parties and their respective legal representatives, successors, and assigns.
Entire Agreement: These terms, together with any Order Forms, constitute the entire agreement between you and TRA relating to the TRA Services and supersede all prior discussions and writings regarding (and constitutes the entire agreement between the parties with respect to) the TRA Services. Any purchase order or similar document received from you shall be for billing reference only and, notwithstanding any terms and/or conditions set forth therein, such document shall not take precedence over these terms in any manner whatsoever.
Force Majeure: In the event that TRA is unable to perform any of its obligations under these terms because of severe weather, natural disasters, acts of God, riots, wars, governmental action, or other events beyond TRA’s reasonable control, then TRA will be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events.
**Governing Law and Venue:** These terms are to be governed by and construed in accordance with the laws of the United States and the state of New York, excluding its conflict of law principles. You and TRA: (a) shall bring any disputes arising out of or related to these terms exclusively in a state or federal court located in New York County, New York; (b) submit to the personal jurisdiction of such courts; and (c) waive any right to a jury trial.

**Irreparable Harm:** Any actual or threatened breach of sections 2 or 4 of these terms would cause immediate and irreparable harm to TRA, the value of which would be difficult or impossible to determine and for which monetary damages would be inadequate compensation. Accordingly, in addition to any other remedies (and notwithstanding the Governing Law and Venue section above), TRA will be entitled to obtain injunctive relief and/or specific performance from any court of competent jurisdiction to prevent any such breaches and you expressly waive the defense that monetary damages would be adequate compensation for TRA and any requirement that TRA post a bond or other security.

**Marketing:** You agree that, during the term, TRA may publicly refer to you as a customer and may publish your name and/or logo on its website and/or promotional materials.

**Notices:** To be valid, all notices permitted or required under these terms must be sent in writing by a party (unless a party changes such information by giving notice in accordance with this section) via certified mail to the address set forth in an Order Form. Notice will be deemed given on receipt.

**Severability:** If any provision of these terms is found to be unenforceable or invalid, such unenforceability or invalidity will not render these terms unenforceable or invalid as a whole and, in such event, such provision is to be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law.

**Waiver:** No waiver of any breach of these terms will constitute a waiver of any other breach.