This version of the User Agreement is now in effect.

For future reference, please utilize the permanent location of the TiVo User Agreement located here.

Effective Date: May 18, 2018

This user agreement governs your purchase and use of products and services offered by TiVo Solutions Inc. ("TiVo") (including TiVo devices, mobile apps, and websites). BY CLICKING ON "I AGREE" OR SIMILAR BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THIS AGREEMENT, INCLUDING THE PARTS ABOUT ARBITRATING ANY DISPUTES, WAIVING ANY RIGHT TO A JURY TRIAL, AND GIVING UP THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION.

A few things to note:

- When we refer to “TiVo products” in this policy, we mean any device, software, or website (and services related thereto) offered by TiVo (including TiVo DVRs, the TiVo Mini, the TiVo Stream, TiVo software applications, and TiVo Online (online.tivo.com)).
- When we say "you" in this policy, we mean both you and any other individuals you let use your TiVo device, software, or account.
- TiVo products provided to you directly by your cable or satellite provider are subject to their terms of use (and not this agreement).

Accounts

To create an account with us, you must be (1) a resident of the continental United States, Alaska, or Hawaii, (2) the age of majority in your state, and (3) creating an account for yourself (and not for a business or entity). You are responsible for all charges on your account, so we suggest picking a strong password and not sharing it with others.

Use of TiVo Products

TiVo products are intended for your personal, non-public, and non-commercial use.

TiVo grants you a personal, non-commercial, and non-exclusive license to (1) access and use our websites, (2) install and use our software applications on devices that you own or control, (3) use software that is embedded in (or downloaded to) TiVo hardware products, and (4) access and use our hosted services using authorized TiVo products.

In addition to any other provisions of this Agreement, TiVo reserves the right to modify or terminate your account, any granted licenses, or access to any TiVo product or service if, in TiVo’s determination, you are violating this agreement or any laws or regulations, including but not limited to engaging in inappropriate or demeaning behavior towards any TiVo customer, employee or other third party.

Features and functionality are subject to change. We reserve the right to determine the timing and content of software updates, which may be automatically downloaded and installed by TiVo products without prior notice to you.

Some notes about your use of TiVo products:

- Some TiVo products require a subscription to the TiVo service, see TiVo Service Subscriptions below for details.
- Our privacy policy governs the collection, use and disclosure of your personal information.
- We do not endorse or warrant the performance of any included third-party apps or advertised third-party products or services.
Your use of included third-party apps is subject to the terms of use and privacy policy of the app provider (which we suggest you read).

You are responsible for any charges related to your use of a TiVo product (such as charges for broadband Internet, wireless data, or pay-per-view content) – so be careful if you give others the remote or your account password.

**Restrictions**

You may have a maximum number of 12 TiVo set-top boxes (DVRs or TiVo Mini boxes) on the same account.

Some TiVo DVRs may let you stream or download your recorded content to your mobile devices. The following restrictions apply to streaming/downloading your recorded content from a TiVo DVR:

- You may sync a maximum number of 12 mobile devices.
- You may only sync mobile devices that you own or control (i.e., no using your neighbor's iPad).
- Due to the copy protection assigned by the content provider, not all recorded content can be downloaded, and some recorded content can only be streamed and/or downloaded while your mobile device is on the same local network as your TiVo DVR.

When using our products and services, you may not do any of the following (except to the extent permitted by applicable law): (1) modify, reverse engineer, decompile, or otherwise attempt to derive the source code, structure, design, or method of operation of software that we provide to you, (2) modify, disassemble, or otherwise tamper with any TiVo hardware, (3) disguise the place of your residence or the location of your use, (4) attempt to circumvent technological measures or gain unauthorized access through hacking, password mining or any other means, or (5) modify, distribute, sell, or show to the public, for compensation or otherwise, any program recorded using any TiVo product.

**TiVo Service Subscriptions**

Certain TiVo products require a TiVo service subscription, and we currently offer three service plan options: monthly, annual, and an All-In Plan. (The All-In Plan replaced the Product Lifetime Service subscription offered in prior versions of this agreement.) Unless TiVo presents an offer whereby TiVo service explicitly is (1) included as part of the purchase price of the TiVo product (for example, TiVo service is included as part of the purchase price of the TiVo Mini) or (2) shared between or among more than one TiVo product, a separate TiVo service subscription is required for each TiVo product. Visit tivo.com for current rates and offers.

Some notes about TiVo service subscriptions:

- TiVo reserves the right to discontinue previously offered features or functionality at its sole discretion and without prior notice. TiVo is not liable to you or to any third party for any modification, suspension, or discontinuance of any feature or component of any TiVo product or service. We reserve the right to determine the timing and content of software updates, which may be automatically downloaded and installed by TiVo products without prior notice to you.

- Until you cancel a monthly or annual (or other recurring) TiVo service subscription by calling customer service at 1-877-367-8486, your subscription automatically will renew (on a month-to-month basis for a monthly TiVo service subscription, or on a year-to-year basis for an annual TiVo service subscription, or such other periodic term as designated in your subscription) at the end of each subscription term, and unless we notify you otherwise, at the same service fee (even if you are not using the TiVo device or it has been lost, sold, or otherwise transferred).

- Monthly, annual or other periodic TiVo service subscriptions may **not** be transferred to another TiVo device or subscriber.

- With a new All-In Plan subscription, (a) you pay just once (rather than monthly, annually, or in some other frequency) for your TiVo service subscription, (b) your subscription lasts for as long as your TiVo device is operational (or until TiVo discontinues support for your device, whichever comes first), and (c) you **cannot** transfer your subscription to another TiVo device (except in cases of warranty repair or replacement under applicable warranty terms).
An All-In Plan subscription accompanies the TiVo device in case of ownership transfer.

With an All-In Plan, you receive those TiVo service features that we make generally available to all customers who have activated a TiVo service subscription for that same TiVo product, except as otherwise noted by TiVo. You may incur separate charges for certain third-party content, services or applications; these items are not considered part of the TiVo service. In addition, TiVo reserves the right to subsequently release, and to charge separate amounts for, new features or functionality which are not made generally available to all customers who have activated TiVo service on a particular TiVo product.

Although we strive to make the TiVo service available as much as possible, there may be periods of downtime (for example, for scheduled maintenance, software updates, or events outside of our reasonable control).

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**Early Termination Fees**

We sometimes offer discounted rates for TiVo products and/or TiVo service subscriptions when you agree to subscribe to the TiVo service for a minimum commitment term (such as 1 year). If you cancel your subscription to the TiVo service before the end of your minimum commitment term, you agree to pay us the applicable early termination fee (unless you cancel during our 30-day money-back guarantee period).

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**TiVo.com Orders**

We sell and ship only to individuals within the continental U.S., Alaska, and Hawaii. We will send you an email confirming when you placed your order, and we may pre-authorize the amount of your order on your credit card (and note that this email confirming the placement of your order will not signify our acceptance of your order, and will not constitute confirmation of our offer to sell). We will also send you an email confirming your order only once your order ships (which is when we will charge your credit card).

We reserve the right (without liability) to (1) accept or decline your order for any reason (including if we suspect you are ordering products for resale, or if our product inventory is insufficient to satisfy your order received by us), (2) supply less than the quantity you ordered of any item, (3) change prices for products displayed on tivo.com at any time, (4) correct inadvertent pricing or product/service information errors, and (5) charge your credit card on file a 15% restocking fee for orders that are refused at the shipping address designated for your account at the time of purchase.

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**30-day Money-Back Guarantee**

We love our products, and we hope that you will too, so we offer a 30-day money-back guarantee on all purchases from tivo.com and on all newly-activated TiVo service subscriptions. Return any item you purchase from tivo.com within 30 days of the order shipment date, or cancel any newly-activated TiVo service subscription within 30 days of the activation date, and we will give you a full refund (with no early termination fee). To start the return or cancellation process, call customer service at 1-877-367-8486.

Some notes about our 30-day money-back guarantee:

- Shipping and handling charges are non-refundable.
- You will be responsible for all return shipping costs, unless otherwise noted.
- Only initial activations of the TiVo service are eligible for this offer (so renewals, payment plan changes, and hardware replacements are not eligible).
- We will charge your credit card on file a 15% restocking fee for returns missing any documentation, accessories or packaging.
- We will refuse returns of damaged merchandise or items that show wear and tear.
We will charge your credit card on file the MSRP (plus tax) for returned items we do not receive within 15 days of the date your return is processed (less the amount you already paid).

Returns

After 30 days, we do not accept any returns for refunds. Only items that have been purchased from tivo.com can be returned to us. TiVo products purchased through third-party retailers must be returned to the third party in accordance with their respective returns and refunds policy.

Limited Warranties

TiVo hardware products (including TiVo DVRs, and TiVo Minis) are covered by a limited warranty. Details are available at tivo.com/legal. Extended coverage warranty plans may also be available for purchase. We do not offer warranties on third-party products sold on tivo.com, but look in the documentation or on the packaging for information on any warranty they may offer, and contact the manufacturer directly if you have any questions or concerns.

Payment Terms

When you provide credit card information to us, you represent that you are the authorized user of the card, and agree to notify us of any changes to the relevant account number, expiration date, and billing address, or if the card expires or is canceled. You agree that we may receive updated credit card information (such as a new expiration date) from your credit card issuer.

We will charge your credit card when your order ships, on each billing date for your TiVo service subscription, and (if applicable) when we process a return or cancellation for restocking or early termination fees. You are responsible for reviewing your credit card statement for billing accuracy.

For TiVo DVRs and the TiVo Mini, unless you have an All-In Plan subscription: (1) your TiVo service subscription will automatically renew at the end of each subscription term, and unless we notify you otherwise, at the same monthly, annual or other periodic service fee (as applicable); and (2) you authorize us to automatically charge the subscription fee to your credit card each billing date until you cancel your subscription by calling customer service at 1-877-367-8486. Regardless of the type or length of your TiVo service subscription, subscription fees paid prior to cancellation are nonrefundable in any amount (subject only to our 30-day Money Back Guarantee).

Some notes about payments:

- By subscribing to the TiVo service you authorize us to charge the applicable TiVo service fees (and any other applicable fees, such as an early termination fee) to your credit card on file.
- If your credit card reaches its expiration date and you have not updated your payment information with us or cancelled your account, you authorize us to continue billing your credit card and you will remain responsible for any uncollected amounts.
- Each charge on the applicable billing date applies to the period immediately following the billing date (so a charge for a monthly TiVo service subscription in January is for the TiVo service in the month of February).
- Sales and use tax will be charged on your order based upon the jurisdiction to which the product will be shipped. In some states, the tax will be based on the MSRP for the product (and not the discounted price you paid).
- All prices on tivo.com are listed in U.S. Dollars.

We reserve the right to increase your monthly, annual, or other periodic subscription fee (for TiVo service) after any applicable minimum commitment period has been fulfilled, but we will notify you at least 30 days in advance of any change in this subscription fee. If you do
not accept the new fees, you should terminate your subscription before the new fees go into effect.

We reserve the right to suspend or terminate your subscription to the TiVo service without notice if your credit card is rejected or if your card issuer seeks the return of payments previously made to us. You agree to pay (i) any outstanding balance in full within 30 days of cancellation, and (ii) a late charge on all amounts more than 30 days past due. The late charge will be 1.5% of the past due amount or the highest rate allowed by law (whichever is less) per month. Such rights are in addition to and not in lieu of any other legal right or remedies available to TiVo.

We also reserve the right to refer your account to a third party for collection to pursue unpaid amounts, and you will remain liable to us for all unpaid charges and all the costs we incur to collect those charges (such as collection agency fees).

Open Source

Software that we provide to you may include open source code. Acknowledgments, licensing terms and disclaimers are contained in a "System Information," "Legal," or similar screen found in the menu of your TiVo product, and may also be available at tivo.com/legal/opensource. To the extent required, the terms of the applicable open source license (rather than the terms of this agreement) will apply to such code. Nothing in this agreement limits your rights under, or grants you rights that supersede, the terms of any applicable open source license.

IP Rights

Visit tivo.com/patents for a non-exhaustive list of patents that apply to our products and services. Software that we provide to you is licensed, not sold. This agreement does not provide you with any right or license (whether expressly, by implication, by estoppel, or otherwise) under the intellectual property rights of TiVo (or our licensors) other than to the extent expressly authorized above. We reserve all rights not expressly granted to you.

Copyright Policy

If you are a copyright owner (or are authorized to act on behalf of the owner of an exclusive right under copyright) and believe that your copyright is being infringed, we will respond to notices of alleged copyright infringement in accordance with Section 512(c)(3) of the Digital Millennium Copyright Act.

A notice of alleged copyright infringement must be a written communication provided to TiVo's designated agent that includes the following: (1) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf, (2) identification of the copyrighted work claimed to have been infringed, (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, (4) your contact information (including your name, address, telephone number, and email address), (5) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law, and (6) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. It is our policy to terminate a user's account if, under appropriate circumstances, the user is determined to be a repeat infringer. Our designated copyright agent for notices of alleged copyright infringement is: TiVo Solutions Inc., 2160 Gold Street, San Jose, CA 95002, attn: Copyright Agent c/o General Counsel, email: DMCARegisteredAgent@tivo.com.

Feedback
If you submit any ideas or materials to us (whether in an email, using a "Contact Us" form, on a user forum, or via any other method), you agree that: (1) they will be non-confidential, (2) TiVo may have something similar already in development or under consideration, (3) TiVo will own them and be free to use them on an unrestricted basis, and (3) if TiVo does not own them, you grant us a perpetual, irrevocable, non-exclusive, sublicensable, transferable, fully paid-up, royalty-free, and worldwide license to implement, use, modify or otherwise commercially exploit them in any way without any payment or accounting to you.

DISCLAIMER OF WARRANTIES

EXCEPT FOR ANY TIVO PRODUCTS WHICH WE PROVIDE A WRITTEN WARRANTY (WHICH YOU CAN FIND AT TIVO.COM/LEGAL), WE ARE PROVIDING YOU WITH TIVO'S PRODUCTS AND SERVICES "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, AND YOUR USE OF TIVO'S PRODUCTS AND SERVICES IS AT YOUR OWN RISK. TO THE GREATEST EXTENT PERMITTED BY LAW, TIVO AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES REGARDING ACCURACY, OPERABILITY, AVAILABILITY, USE, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR USAGE OF TRADE.

LIMITATION OF LIABILITY

TO THE GREATEST EXTENT PERMITTED BY LAW, TIVO 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, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF TIVO 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 TIVO PRODUCT OR SERVICE, OR (2) ANY DIRECT DAMAGES IN EXCESS OF WHAT YOU HAVE PAID TIVO FOR THE TIVO PRODUCT OR SERVICE AT ISSUE OR US $150 (WHICHEVER IS GREATER). THIS IS INTENDED TO APPLY (AND YOU AGREE THAT IT WILL) EVEN UNDER CIRCUMSTANCES THAT CAUSE ANY EXCLUSIVE REMEDY UNDER THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

DISPUTE RESOLUTION

If you have an issue with a TiVo product or service, please call customer service at 1-877-367-8486. If you are not satisfied with the result and wish to seek further action, all disputes between us shall be resolved in binding arbitration or small claims court.

We have designed this dispute resolution provision to make the process as convenient and cost-effective for our customers (and us) as possible. The arbitration process can be a faster, simpler, less formal, and less expensive route than filing a lawsuit and going to court. In arbitration, you still are entitled to a fair hearing, but a neutral arbitrator (and not a judge or jury) will determine your rights. Arbitrator decisions are final, as enforceable as any court order, and subject only to limited review by a court. If you would prefer not to arbitrate, you still can choose to bring a dispute in small claims court.

Mandatory arbitration: We each agree to resolve any dispute arising out of or related in any way to this agreement (and TiVo products or services) exclusively by individual binding arbitration (with "dispute" to be given the broadest possible meaning), and we each agree to give up the right to have a dispute decided by a jury. We each retain the right to bring an individual action in small claims court and to seek injunctive or other equitable relief in any court of competent jurisdiction to prevent (1) the actual or threatened infringement or other misuse of intellectual property rights and (2) any unauthorized use, piracy or theft.

CLASS ACTION WAIVER: WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED
Informal dispute resolution: We each must try in good faith for 15 days to resolve informally any dispute before starting arbitration. A party who intends to initiate arbitration must first send the other an email with: (1) a "Notice of Dispute" in the subject line of the email; and (2) a reasonably detailed description of the nature and basis of the dispute, as well as the relief sought, in the body of the email. Only emails that comply with the foregoing will trigger the start of the 15-day informal dispute resolution process. Send your notice to disputenotice@tivo.com, and we will send ours to the email address associated with your account. A TiVo representative will contact you to try to informally resolve the dispute. If we do not reach an agreement to resolve the dispute within 15 days after the date the initial notice was sent, then either of us may start arbitration in the manner described below.

Arbitration process: The American Arbitration Association (AAA) will administer the arbitration, using the AAA’s Consumer Arbitration Rules. Those rules and information about how to initiate arbitration are available at adr.org or by calling 1-800-778-7879. The AAA provides a form Demand for Arbitration and a separate form for California residents. Unless we each agree otherwise, the arbitration will be conducted in the county where you reside. If the relief sought is $10,000 or less, the hearing will be conducted by telephone or videoconference or by a submission of documents (unless the arbitrator requires a face-to-face hearing).

Arbitrator’s decision: The arbitrator must provide us with a brief written explanation of the basis for the award. In making the award, the arbitrator must apply any pertinent contract terms, statutes and legal precedents (including the "Limitation of Liability" section above). The arbitrator’s award will be final and binding, but subject to review in accordance with applicable statutes governing arbitration awards. Judgment on the arbitrator’s award may be entered in any court with jurisdiction.

Arbitration fees: If you initiate arbitration seeking more than $75,000 in damages, the payment of fees will be governed by the AAA’s rules. Otherwise, we will pay all AAA filing, administration, and arbitrator fees. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the demand for arbitration is unreasonable or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then you agree to reimburse us for amounts we paid on your behalf under the AAA’s rules. TiVo will not seek its attorneys’ fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

Opt-out: You may opt-out of this dispute resolution provision (other than the "Judicial forum" and "Time limit for disputes" paragraphs below) by notifying TiVo within 30 days of the date on which you purchase your initial TiVo product. You must do so by writing to TiVo Inc., 2160 Gold Street, San Jose, CA 95002, attn.: Arbitration Opt-Out, and including your name, address, account number (if you have one), and a clear statement that you do not wish to resolve disputes with TiVo through arbitration.

Judicial forum: If (1) you opt-out of this dispute resolution provision or (2) an arbitrator or court finds the class action waiver in this section to be invalid or unenforceable, then: (a) the arbitration-related paragraphs shall be deemed not to apply to you; (b) you agree to resolve any dispute you have with TiVo exclusively in a state or federal court located in Santa Clara County, California; and (c) you agree to submit to the exclusive personal and subject matter jurisdiction and exclusive venue of such courts for the purpose of litigating such dispute. We each waive any right to a jury trial in any such dispute.

Time limit for disputes: We each agree (regardless of any statute or law to the contrary) that any dispute must be filed within 1 year after such dispute arose or else will be forever barred.

Governing Law

THIS AGREEMENT IS TO BE GOVERNED IN ALL RESPECTS BY, AND CONSTRUED IN ACCORDANCE WITH, THE FEDERAL ARBITRATION ACT, OTHER APPLICABLE FEDERAL LAW, AND THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ANY CONFLICT OF LAW PROVISIONS. This agreement and the rights and obligations of the parties
hereunder will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

Term and Termination

This agreement applies from the date when you accept it and continues until terminated by either of us. We may suspend your account and/or terminate this agreement (1) immediately for your breach of this agreement, or (2) upon 10 business days' prior written notice to you, for any other reason. All sections of this agreement that by their nature should continue (such as the "Dispute Resolution" section) will survive termination.

You may cancel your account or a subscription to the TiVo service by calling customer service at 1-877-367-8486. Cancellation will not entitle you to any refund (including of any subscription fees), and may be subject to an early termination fee in some cases (see the "Early Termination Fee" section for more details). TiVo reserves the right to collect fees, surcharges and costs incurred prior to the cancellation of any account or subscription.

Changes to this Agreement

We need the flexibility to update this agreement from time to time as our business changes. If we make changes that restrict your rights, we will notify you at least 15 days in advance (to give you time to review the changes and cancel your account if you do not want to be bound by the revised version, although we certainly hope you do not cancel your account). By continuing to use TiVo products after those changes become effective, you agree to be bound by the revised version of this agreement. If we make changes to the dispute resolution provision, then: (1) such changes will not apply to disputes arising before the changes become effective; and (2) if such changes to the dispute resolution provision restrict your rights, you will have 30 days (from our notification to you) to opt-out of the modified dispute resolution provision (other than the "Judicial forum" and "Time limit for disputes" paragraphs above) by adhering to each of the requirements of the "Opt-out" paragraph above.

General Legal Terms

Additional Terms: Additional or different terms may apply to certain TiVo products, and if so, we will ask you to agree to those terms separately.

Assignment: You may not assign or transfer this agreement (or any of your rights or obligations under this agreement) without TiVo's prior written consent; any attempted assignment or transfer without complying with the foregoing will be void. TiVo may freely assign or transfer this agreement. This agreement inures to the benefit of and is binding upon the parties and their respective legal representatives, successors, and assigns.

Electronic Communications: You consent to receive communications from TiVo by email, and acknowledge that all notices and other communications that TiVo provides to you electronically via email to the address associated with your account will satisfy any legal requirement that such communications be in writing.

Export: TiVo products are subject to U.S. export control laws and regulations and must be purchased, sold, exported, re-exported, transferred, and used in compliance with such export laws and regulations. You represent that you are not (1) located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country, and (2) listed on any U.S. government list of prohibited or restricted parties.

Government End-Users: Any TiVo software and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202 (as applicable). Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through
227.7202-4 (as applicable), the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. government end users (1) only as Commercial Items, and (2) with only those rights as are granted to all other end users pursuant to this agreement.

**Notices:** All notices from you to TiVo must be sent via certified mail to TiVo Inc., 2160 Gold Street, San Jose, CA 95002, attn.: Legal Department, and will be deemed given on receipt by TiVo. All notices from TiVo to you will be sent via email to the address associated with your account, and will be deemed given when emailed.

**Third-Party Beneficiaries:** This agreement does not confer any third-party beneficiary rights (except with respect to Apple, as described below).

**Waiver:** No waiver of any term or breach of this agreement will constitute a waiver of any other term or breach.

**Severability:** If any provision of this agreement is found to be unenforceable, such unenforceability will not render this agreement unenforceable 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 provision within the limits of applicable law.

### Additional Apple Terms

You may use TiVo apps on your Apple-branded iOS products only as permitted by this agreement and any applicable Apple terms of use. We each acknowledge that: (1) this agreement is between you and TiVo only, and not with Apple, (2) TiVo is solely responsible for TiVo iOS apps, (3) Apple has no obligation to furnish any maintenance and support services with respect to TiVo iOS apps, and (4) Apple and its subsidiaries are third-party beneficiaries of this agreement, with the right to enforce this agreement against you as a third-party beneficiary.