As used herein, “Seller” includes you, your subsidiaries and affiliates; “TiVo” includes TiVo Corporation and its subsidiaries and affiliates.

1. ENTIRE AGREEMENT

This purchase order (including all attachments, whether physically attached or incorporated by reference, and these terms and conditions for the purchase of goods and services (goods and services, together “Goods”) (“Purchase Order”) becomes the complete agreement between TiVo and Seller with respect to the subject matter of this order upon Seller’s acknowledgement or commencement of performance. Seller’s acknowledgment may be signified by any of the following: (i) signing and returning the acknowledgment copy prior to the specified delivery date; (ii) sending an email confirmation; (iii) delivering the goods or services ordered by the specified delivery date; or (iv) Seller generating and submitting to TiVo an invoice that Seller has affixed TiVo’s purchase order number.

This Purchase Order 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 This Purchase Order may not be added to, modified, superseded or otherwise altered, except by a writing signed by an authorized TiVo representative. 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 the commencement of any services (all references to the delivery of “Goods” herein shall mean the delivery of physical goods to TiVo or the completion of services in accordance with the Purchase Order, as applicable). TiVo shall not be subject to any charges or other fees as a result of such cancellation. TiVo reserves the right to change the terms of this Purchase Order without notice, other than posting the revised terms and conditions on its website. Notwithstanding the foregoing, if a separate written agreement, signed by authorized representatives of both Seller and TiVo, covering the procurement of the Goods described in the Purchase Order exists, the terms of such separate written agreement shall prevail over any inconsistent terms herein.

2. PAYMENT AND PRICE

2.1 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.

2.2 This Purchase Order shall not be filled at prices higher than those shown herein unless such increased prices have been authorized in writing by TiVo.

2.3 Seller warrants that the prices set forth in the Purchase Order are as low as any net price now or previously given by Seller to any other customer for like Goods.

2.4 Payment by TiVo’s check will be deemed to have been made on the date of mailing. If payment is made electronically, payment shall be deemed made when Seller’s depository institution receives or has control of the payment.

3. INVOICING

3.1 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 number of the applicable purchase order. TiVo reserves the right to return all incorrect invoices.

3.2 Unless otherwise specified by TiVo in the Purchase Order, payment terms shall be 45 days following the end of the month when (i) the Purchase Order was accepted by Seller, (ii) the acceptance of the Goods by TiVo, or (iii) the receipt of invoice from Seller in conformity with this Purchase Order, whichever is the later.
3.3 All invoices shall include, without limitation, the purchase order number, a description of the items, quantities, and unit prices for all Goods invoiced, reference to the correct purchasing TiVo affiliate, and otherwise contain clear information to permit TiVo to identify the specific goods and services to be paid for under such invoice.

3.4 Applicable taxes and other charges such as duties, customs, tariffs, and government-imposed surcharges, shall be each stated separately on Seller’s invoice.

4. TAXES AND RECORDS

Seller shall be solely responsible for filing the appropriate federal, state and local tax forms, and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Seller’s receipt of payment under this Purchase Order. 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 any taxes or fees from any payment to Seller under this Purchase Order. TiVo will regularly report amounts paid to Seller by filing Form 1099-MISC with the Internal Revenue Service.

5. DELIVERY

Time is of the essence. Delivery shall be strictly in accordance with the schedule, via the carrier and to the place set forth in this Purchase Order and any delays in shipment shall be reported immediately by Seller. No partial deliveries or deliveries of additional items shall be made without TiVo’s prior written consent. If Seller fails to deliver the Goods within the time specified, TiVo may (i), with respect to the delivery of goods, decline to accept the goods and terminate the Purchase Order or may demand its allocable fair share of Seller’s available goods and terminate the balance of the Purchase Order, or (ii) with respect to the delivery of services, TiVo may immediately terminate any further performance of such services by Seller and TiVo shall only be liable to Seller for a prorated amount, less appropriate offsets (including any additional costs to be incurred by TiVo in completing the services), attributable to those services satisfactorily performed by Seller, in TiVo’s sole discretion. Each delivered container must be labeled and marked on the outside to identify contents, and must contain packing sheets listing contents. TiVo’s Purchase Order number must appear on all shipping documents and containers.

6. CHANGES/TERMINATION

6.1 TiVo may, at any time, make changes in the delivery schedules, designs, quantities, and specifications for Goods ordered hereunder. TiVo may terminate this Purchase Order in whole or in part at any time for any reason on written notice to Seller.

6.2 Seller shall cease to perform services and/or provide goods under this Purchase Order 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, in TiVo’s sole discretion, 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.

6.3 There is no charge for terminating Purchase Orders for standard items. Any claim for charges (e.g., cancellation charges) for nonstandard items must be submitted to TiVo in writing within thirty (30) days after receipt of TiVo’s termination notice.

6.4 Seller’s claim for nonstandard items may include: (i) the cost of unique work in process; and (ii) the cost of paying claims to Seller’s vendors for work directly allocable to items cancelled and which cannot be diverted to other customers. Seller shall, whenever possible, use its best efforts to mitigate any claim to TiVo, including but not limited to, by placing such work in process in inventory and selling it to other customers. In no event shall any such claim for nonstandard items exceed the total price for items cancelled. Upon payment of Seller’s claim, TiVo is entitled to all work and materials paid for. TiVo reserves the right to inspect Seller’s work in process and to audit all relevant documents prior to paying Seller’s claim.

6.5 TiVo may terminate this Purchase Order upon written notice to Seller if Seller 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, in TiVo’s sole
discretion, and those conforming goods delivered through the date of termination, less appropriate offsets, including any additional costs to be incurred by TiVo in completing the services.

7. ACCEPTANCE

Payment shall not constitute acceptance. All Goods are subject to TiVo's inspection, and, as appropriate, test before final acceptance by TiVo. Use of a portion of the goods for testing shall not constitute an acceptance. No Goods shall be deemed accepted until TiVo has given written notice of such to Seller. If Goods tendered do not wholly conform with the Purchase Order, TiVo shall have the right to reject all Goods delivered pursuant to the Purchase Order or only such non-conforming Goods, in its sole discretion, and with respect to services, may elect, in its sole discretion, to require the reperformance of such services, or with respect to goods, may elect, in its sole discretion, to require the replacement of non-conforming goods with conforming goods, all at no additional cost to TiVo. 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.

8. WARRANTY

8.1 Seller represents and warrants that:

i. it has the full power to enter into and perform its obligations under the Purchase Order;

ii. all services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current and sound professional procedures;

iii. all goods will be new and will not be used or refurbished;

iv. all goods delivered shall be free from design defects, except based entirely upon written designs provided by TiVo unless such designs are based in any part on Seller's specifications and requirements;

v. all goods shall be free from defects in materials and workmanship and shall conform to all applicable specifications for the longer of: fifteen (15) months from the date of delivery or Seller's standard warranty period for those goods. Seller shall make spare parts available to TiVo for five (5) years from the date of shipment at Seller's then-current price, less applicable discounts. In addition to the representations and warranties contained in this Purchase Order, the goods purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all express and implied warranties provided for by the California Commercial Code;

vi. it has the right and unrestricted ability to assign the deliverables, goods, and services to TiVo including, without limitation, the right to assign any deliverables, goods, and services performed by Seller's personnel and subcontractors;

vii. the deliverables, goods and services specified in the Purchase Order, and TiVo's use of the deliverables, goods, and services, do not and will not infringe upon any third party's intellectual property rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory, or common law;

viii. Seller will not disclose to TiVo, bring onto TiVo's premises, or induce TiVo to use any confidential or proprietary information that belongs to anyone other than TiVo or Seller;

ix. software supplied by Seller does not contain any code designed to (i) disrupt, disable, harm, or impede operation, or (ii) impair operation based on the lapse of time, including but not limited to viruses, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices;

x. Seller's deliverables, goods, and services conform to TiVo's specifications, Seller's quotation or proposal, and Seller's brochures or catalogs, and if none of the foregoing is applicable, then such deliverable, good, and service is suitable for the intended use;

xi. in performing its obligations under this Purchase Order it will apply the TiVo's Code of Conduct found at:
http://ir.tivo.com/governance-documents;
xii. it will not use or disclose any information that may identify an individual ("Personal Data") that is processed for or on behalf of TiVo, except to the extent necessary to perform under this Purchase Order;

xiii. to the extent that Seller processes Personal Data it will: (A) implement and maintain appropriate technical and organizational measures and other protections for Personal Data (including, without limitation, not loading any Personal Data on (i) any laptop computers or (ii) any portable storage media unless (a) such data has been encrypted and (b) the portable storage media is used solely to move such data to off-site storage); (B) report to TiVo any suspected breaches of security of Personal Data ("Security Incident") immediately after discovery; (C) cooperate fully with TiVo in investigating any Security Incidents; (D) cooperate fully with TiVo’s requests for access to, correction of, and destruction of Personal Data in Seller’s possession; (E) comply with all instructions issued by TiVo from time to time relating to Personal Data; and (F) permit TiVo and/or its duly authorized representatives, on reasonable prior notice, to inspect and audit Seller’s premises and computer systems to ascertain full compliance with Seller’s processing obligations under this Purchase Order;

xiv. it will not transfer Personal Data across any country border unless: (A) such transfer is strictly unavoidable for the proper performance under this Purchase Order; and (B) Seller provides prior written notification to TiVo. Upon TiVo’s request, Seller shall enter into such other arrangements with TiVo as TiVo considers appropriate in order to ensure that Seller’s transfers are lawful;

xv. it will not provide TiVo with Personal Data of any third party or its own employees. Notwithstanding the foregoing, if Seller does provide TiVo with any Personal Data, Seller represents and warrants that it has obtained the necessary consent to provide that Personal Data to TiVo and to allow TiVo to use, disclose, and transmit such Personal Data on a worldwide basis among TiVo and its affiliates in connection with this Purchase Order;

xvi. to the extent the goods include hazardous materials, Seller understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials and has communicated in writing such information about the goods to TiVo; and

xvii. no goods include components (A) containing PCB (polychlorinated biphenyls) chemical substances or (B) are manufactured using a cadmium plating process or contain a chemical substance or mixture that is or becomes subject to a reporting requirement under Section 8(e) of the Toxic Substances Control Act, 15 U.S.C. Section 2607(e), as in effect at time of shipment.

8.2 All warranties shall also be construed as conditions for the sale and shall not be exclusive as to any other warranty or representation. Seller shall additionally 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 TiVo’s customers.

8.3 If TiVo identifies a warranty problem with the Goods during the warranty period, TiVo will notify Seller and will return the goods to Seller, at Seller’s expense, or, in the case of services, instruct Seller to reperform such services. Within five (5) business days of receipt of the returned goods or, in the case of services, notice from TiVo, Seller shall, at TiVo’s option, either repair or replace such goods, or credit TiVo’s account for the same, or, in the case of services, either reperform such services or credit TiVo’s account for the same. Replacement and repaired goods or reperformed services shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

9. INDEPENDENT CONTRACTOR

9.1 Nothing in this Purchase Order is intended, or shall be construed, to create a partnership, joint venture, or employer-employee relationship between the parties. Seller is an independent contractor for all purposes, without express or implied authority to bind TiVo by contract or otherwise.

9.2 Seller will secure all licenses and permits, and supply all tools and equipment necessary to perform the services and deliver the goods.

9.3 Seller will not be entitled to any of the benefits that TiVo may make available to its employees including, but not limited to, group health or life insurance, stock options, profit sharing, or retirement benefits.

9.4 Seller is solely responsible for all taxes and withholdings, severance and redundancy pay, benefits (including, without limitation,
vacation, sick leave, holidays, pension or profit sharing contributions, stock options, etc.), and other similar obligations, whether statutory or otherwise, with respect to payments made by Seller relating to the performance of all its work and its receipt of fees under this Purchase Order.

9.5 In addition to any other indemnity obligations, Seller will defend, indemnify, and hold TiVo and its officers, directors, customers, agents, subcontractors and employees (the “Representatives”) harmless from any and all claims made by any person or any entity on account of an alleged failure to satisfy any obligation specified in Sections 9.3 and 9.4.

9.6 At TiVo’s direction and for good cause, Seller will remove any Seller personnel or subcontractor from performance of services.

10. RIGHTS IN DEVELOPMENTS

All works of authorship, inventions, improvements, developments and discoveries (collectively, “Developments”) authored conceived made or discovered by Seller, solely or in collaboration with others, in the course of providing services hereunder or designing or developing goods to be provided hereunder to the extent that such design or development is at TiVo’s expense, shall be the sole and exclusive property of TiVo. Seller hereby assigns and agrees to assign to TiVo all such Developments and any copyright, patent, trade secret and other intellectual property rights (collectively, “Intellectual Property Rights”) relating thereto and shall disclose to TiVo all pertinent information and data with respect thereto. Seller agrees to assist TiVo, or its designee, in every proper way, including following the completion of providing services or following termination of this agreement, to secure TiVo’s rights in the Developments and any Intellectual Property Rights relating thereto in all countries, including, without limitation, the execution of all instruments that TiVo deems necessary to apply for and obtain such rights and to assign and convey to TiVo such rights. Seller shall cause every person employed by Seller or otherwise associated with Seller in the provision of services or goods that may lead to Developments to enter into an agreement under which such person shall disclose and assign to Seller all Developments and Intellectual Property Rights related thereto and execute all instruments and do all acts deemed necessary by Seller to secure Seller’s rights therein.

11. INTELLECTUAL PROPERTY AND INDEMNITY

Seller grants TiVo all rights and licenses necessary for TiVo to use, transfer, pass-through, and sell the goods and 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, or allow TiVo to control the defense of, TiVo and TiVo’s Representatives, 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 provided under this Purchase Order, 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) any claim based on the negligence, omissions or willful misconduct of Seller or any Seller’s Representatives, (iii) any claim by a third party against TiVo alleging that the goods, the performance or results of such services, or any other products or processes provided under this Purchase Order, infringe a patent, copyright, trademark, trade secret or other right, including but not limited to any other proprietary right, privacy right, right of publicity, of a third party, whether such are provided alone or in combination with other products, software or processes, (iv) any violation of law by Seller or Seller’s Representatives, and (v) any breach of this Purchase Order by Seller or Seller’s Representatives. 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 purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either: (a) substitute fully equivalent non-infringing Goods; (b) modify the Goods so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for TiVo, its distributors, subcontractors and customers the right to continue using the Goods; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods.
12. FORCE MAJEURE

TiVo shall not be responsible for any failure to accept performance of the services or take delivery of the goods as provided, caused by circumstances beyond TiVo’s control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, theft, war, riot, embargoes, acts of civil or military authorities, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation. In the event TiVo is so excused, either party may terminate this Purchase Order and TiVo shall at its expense and risk, return any goods received to the place of shipment.

13. TOOLING, CONFIDENTIALITY AND PUBLICITY

13.1 Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, test equipment or any other material furnished or paid for by TiVo shall: (i) be kept confidential; (ii) remain or become TiVo’s property; (iii) be used exclusively to manufacture goods or perform services for TiVo; (iv) be clearly marked as TiVo’s property and be segregated from Seller’s other tooling, materials and data when not in use; (v) be kept in good working condition at Seller’s expense; and (vi) be shipped to TiVo promptly on demand, at any time, or immediately at the completion of services or delivery of goods. Seller will not disclose and will not use any of TiVo's confidential or proprietary information for any other purpose.

13.2 Seller shall insure TiVo's property and be liable for any loss or damage while TiVo’s property is in Seller’s possession or control, ordinary wear and tear excepted.

13.3 Seller may not use TiVo’s name or logos publicly nor otherwise disclose the existence or content of this Purchase Order without TiVo’s prior written consent.

14. PACKING AND SHIPMENT

14.1 All goods shall be prepared for shipment according to TiVo’s instructions, if any, and otherwise in a manner that follows good commercial practice, is acceptable to common carriers, and is adequate to ensure safe arrival. In addition to the requirements set forth in Section 5 (DELIVERY), Seller shall mark all containers with necessary lifting, handling and shipping information, purchase order number, date of shipment and the names of TiVo and Seller.

14.2 Unless otherwise specified herein, all shipments shall be DDP (Incoterms 2000). Notwithstanding any prior inspections, Seller bears all risk of loss, damage, or destruction until final acceptance by TiVo.

15. ASSIGNMENT; WAIVER

Seller shall not delegate any duties nor assign any rights under this Purchase Order without the prior written consent of TiVo, and any such attempted delegation or assignment shall be void. This Purchase Order 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 failure to enforce compliance of any term or condition of this Purchase Order shall not be a waiver of any other term or condition or a continuing waiver.

16. NONEXCLUSIVE AGREEMENT

This is not an exclusive agreement. TiVo is free to engage others to perform services or provide goods that are 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 Purchase Order.

17. LIMITATION OF LIABILITY
IN NO EVENT SHALL TIVO’S LIABILITY FOR ANY ALLEGED BREACH OR BREACH OF THIS PURCHASE ORDER EXCEED THE TOTAL PRICE OF THIS PURCHASE ORDER. IN NO EVENT SHALL TIVO BE LIABLE TO SELLER NOR SELLER’S REPRESENTATIVES, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS PURCHASE ORDER, WHETHER OR NOT TIVO WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

18. SETOFF
All claims for money due or to become due from TiVo hereunder shall be subject to deduction by TiVo for any setoff or counterclaim arising out of this or any other of TiVo’s transactions with Seller.

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

20. SEVERABILITY
If any provision of this Purchase Order is 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.

21. COMPLIANCE WITH LAWS
21.1 General: Seller will comply with all applicable U.S. and International federal, state, and local laws and regulations, including, but not limited to, all applicable employment, tax, environment, export and import laws, anti-corruption laws, regulations, orders, and policies.
21.2 Hazardous Materials: If the 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 and has properly communicated such risks to the proper TiVo personnel prior to delivery of the goods, including the appropriate handling and transportation of such hazardous materials.
21.3 Customs: Upon TiVo’s request, Seller will promptly provide TiVo with a statement of origin for all good and United States Customs documentation for goods wholly or partially manufactured outside of the United States.

22. GOVERNMENTAL COMPLIANCE AND CORRUPTION
22.1 If the goods ordered herein are purchased for incorporation into products sold to the U.S. Government or to any other government entity, the terms required to be inserted by the contract or subcontract for the sale of such products to such entity shall be deemed to apply to this order.
22.2 Seller represents and warrants that Seller and/or any subcontractors that are involved in the provision of the goods have not made any bribes, paid or promised kick-backs or commissions (or anything similar) (“Bribes”) at any time in connection with this Agreement.
22.3 Seller warrants and undertakes that Seller and/or any subcontractors that are involved in the provision of the goods shall not Bribe or do any other act or thing in connection with this Agreement or its performance that contravenes any applicable anti-bribery or anti-money laundering laws and/or regulations.
22.4 Seller warrants and undertakes that Seller shall comply with TiVo’s Ethics and anti-corruption policies as if such policies were Seller’s own.
22.5 Seller shall, if necessary, provide:

training to its personnel involved in the provision of the goods in order to ensure an understanding of the TiVo policies and their obligations arising from it on a continuing basis; and

update training on the above as necessary as a result of any changes to TiVo Policies.

22.6 Seller shall certify to TiVo on an annual basis its compliance with this Section 22.

22.7 Either party shall notify the other party immediately in writing upon becoming aware of, or suspecting, any failure to comply with any provisions of this Section 22.

23. REMEDIES

If Seller breaches this Purchase Order, 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 Purchase Order 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 Purchase Order. No alternate method of measuring damages shall apply. 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.

24. INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE

Seller acknowledges and agrees that the obligations and promises of Seller under this Purchase Order are of a unique, intellectual nature giving them particular value. Seller’s breach of any of the promises contained in this Purchase Order 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 injunctive relief, without the requirement to post a monetary bond, or a decree of specific performance.

25. GOVERNING LAW

This Purchase Order 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 in the County of Santa Clara shall have jurisdiction and venue over all controversies arising out of, or relating to, this Purchase Order. 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 Purchase Order.