IF THE ROVI MATERIALS INCLUDES ANY ROVI MATERIALS DELIVERED VIA FTP, THEN THE ADDITIONAL TERMS LOCATED BELOW (THE “FTP TERMS”) ARE PART OF THE TERMS AND CONDITIONS AND INCORPORATED THEREIN.

REFERENCE is made to the Agreement signed by Licensee and Rovi; and

IN CONNECTION THEREWITH, Licensee and Rovi agree as follows:

1. DEFINITIONS

As used herein, the term “Helpdesk” shall mean a password-protected website for Rovi customers, currently located at https://b2bsupport.tivo.com.

2. SUPPORT

Rovi shall make the Helpdesk available 24 hours a day for 7 days per week (excluding routine or scheduled maintenance periods) for complete product documentation and general news announcements (e.g. FAQ’s, Take Down Notices, hints and tips, special announcements, etc) and for the submittal of questions, concerns, and reporting of possible errors to Rovi Materials. Licensee may contact Rovi via 888-203-2006 for telephone technical support Monday through Friday, 8:00 AM to 5:00 PM central time, excluding holidays and via the web portal at https://b2bsupport.tivo.com for technical support for Rovi Materials delivered only via FTP.

3. COPYRIGHT NOTICES AND ATTRIBUTION.

On the Licensee Property's landing screen/splash display, home page (or equivalent display) and/or “About” page (or equivalent display), and subject to Rovi's brand guidelines on the Helpdesk, Licensee shall display the following attribution: “[TiVo logo here] Portions of content provided by TiVo Corporation. ©[Insert current year] TiVo Corporation.” Writer attribution must be displayed at the end of all biographies, reviews and synopses. Rovi may modify the foregoing attribution, at any time, upon thirty (30) days prior written notice (notice by e-mail or posting to the Helpdesk constitutes notice). Licensee shall display without modification applicable attribution, indications of authorship or ownership and copyright notices as set forth in the Agreement (including, for the avoidance of doubt, these terms) or otherwise included with any Rovi Materials.

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IF THE ROVI MATERIALS INCLUDES PREMIUM IMAGES – GETTY CONTENT AND/OR ANY SEASON ESSENTIALS PACKAGE, THEN THE ADDITIONAL TERMS LOCATED BELOW ARE PART OF THE TERMS AND CONDITIONS AND INCORPORATED THEREIN.

REFERENCE is made to the Agreement signed by Licensee and Rovi; and

IN CONNECTION THEREWITH, Licensee and Rovi agree as follows:

1. DEFINITIONS

“Premium Images” means any celebrity or artist still image, rich media or other visual representation, whether generated optically, digitally, or by any other means included in the Premium Images - Getty package and/or Rovi Sports, Season Essentials package selected on the Order Form and which Rovi receives from Getty Images (US) Inc. and provides to Licensee.

“Rovi Editorial Content” means editorial content created solely by Rovi and provided to Licensee by Rovi pursuant to the Agreement.

2. LICENSE GRANT

2.1 During the Term and subject to the terms and conditions of the Agreement and the Permitted Use, Rovi grants Licensee a limited, non-exclusive, non-transferable right with no right to sublicense to display the Premium Images within the Territory solely on the Licensee Property in connection with the Permitted Use and solely in combination with Rovi Editorial Content provided by Rovi.

3. RESTRICTIONS, OBLIGATIONS AND ADDITIONAL PROVISIONS
In addition to and subject to the acknowledgements, obligations and agreements set forth elsewhere in the Agreement, Licensee agrees to and shall comply with the following provisions and further agrees that to the extent the following provisions expand or increase the Permitted Use then such provision shall be deemed to be void and have no force and effect:

3.1 Licensee shall only use any Premium Images together with the Rovi Editorial Content. Licensee shall only use Premium Images for editorial purposes in an editorial manner (e.g. solely relating to events that are newsworthy or of public interest) and Licensee is prohibited from any other exploitation of any Premium Images.

3.2 Licensee shall not, directly or indirectly, reproduce the Premium Images in any secondary reproductions, such as compilations, screen shots or in-context promotions.

3.3 Licensee shall not use or provide any third party with the Premium Images on a stand-alone basis (e.g. as a screensaver), and shall not use any Premium Images in any photo galleries or use any Premium Images to create any photo galleries or similar usages.

3.4 Licensee shall not use any Premium Images for any commercial, promotional, endorsement, marketing, advertising, merchandising, pornographic or defamatory use and shall not incorporate any Premium Images into any logo, corporate ID, trademark or service mark.

3.5 Licensee shall not use any Premium Images without the applicable credit lines provided by Rovi or without the following credit line adjacent to the Premium Images: "[Photographer’s Name]/[Collection Name]/Getty Images". Licensee shall not remove any copyright symbols, the name of Rovi’s content provider, the identification numbers and other information embedded in the electronic file containing the Premium Images. If Premium Images are used in an audio/visual production where credits are accorded to other providers of licensed material, credit shall be accorded, where technically feasible, in equal size and comparable placement to such credit(s), substantially in the form "[Video] [Imagery] supplied by [Collection Name]/Getty Images". Notwithstanding the foregoing in this Section 3.5 and unless Licensee is otherwise notified by Rovi in writing, to the extent that space limitations do not reasonably allow Licensee to display the required full credit or credit line adjacent to the Premium Images, Licensee may omit the "[Photographer’s Name]/[Collection Name]" and any other portion of such credit or credit line and state "Getty Images" adjacent to the Premium Images, provided that the full credit and/or credit line is displayed at a reasonable alternative close location provided further that such full credit line is concurrently displayed, readily accessible, and available to any end user at such next most reasonable alternative location at all times.

3.6 Licensee may make a thumbnail editorial use of Premium Images in a widget/link provided such widget/link includes some Rovi Editorial Content and, when activated, links directly to the Licensee Property that contains the corresponding Rovi Editorial Content relating to the applicable Premium Images.

3.7 Licensee shall not assign its rights to use Premium Images or permit any other parties to use the Premium Images at any time.

3.8 Prior to permitting end users to access the Premium Images, Licensee shall post terms and conditions that include restrictions on downloading the Premium Images for other than personal use, and prohibits republication, retransmission, reproduction, or other use of the Premium Images.

3.9 If any Premium Images featuring a model or property are used in connection with a subject that would be unflattering or controversial to a reasonable person (except for editorial material used in an editorial manner), Licensee must accompany each such use with a statement that indicates that: (i) the Premium Images are being used for illustrative purposes only; and (ii) any person depicted in the Premium Images, if any, is a model.

3.10 Licensee shall not falsely represent, expressly or impliedly, that Licensee is the original creator of a visual work that derives a substantial part of its artistic components from the Premium Images.

3.11 Licensee shall comply with all third party restrictions and limitations applicable to Premium Images which are disclosed by Rovi to Licensee in writing.

4. MISCELLANEOUS

IN CASE OF ANY CONFLICT BETWEEN THESE TERMS AND THE AGREEMENT, THESE TERMS SHALL GOVERN WITH RESPECT TO PREMIUM IMAGES AND THE OTHER MATTERS SET FORTH IN THESE TERMS.
IF THE ROVI MATERIALS INCLUDE TRAILERS, THEN THE ADDITIONAL TERMS LOCATED BELOW ARE PART OF THE TERMS AND CONDITIONS AND INCORPORATED THEREIN.

REFERENCE is made to the Agreement signed by Licensee and Rovi; and

IN CONNECTION THEREWITH, Licensee and Rovi agree as follows:

1. DEFINITION

“Trailers” shall mean the movie, television, music and/or video game previews, scenes and samples received by Rovi from Internet Video Archive, LLC and included in the Trailers package selected in the Order Form. Any Trailers consisting of television, music and/or video game previews, scenes and samples are only provided by Rovi to Licensee as and when made commercially available by Rovi to its licensees.

2. LICENSE GRANT

Subject to the terms and conditions of the Agreement, Rovi grants Licensee a limited, non-exclusive, non-transferable right, with no right to sublicense during the Term, to display the Trailers on the Licensee Property in the Territory solely in combination with the Data and solely in connection with the promotion of the music, movies, television shows, video games directly corresponding to the Trailers.

3. RESTRICTIONS AND OBLIGATIONS

In addition to and subject to the acknowledgements, obligations and agreements set forth elsewhere in the Agreement, Licensee agrees to and shall comply with the following provisions and further agrees that to the extent the following provisions expand or increase the Permitted Use then such provision shall be deemed to be void and have no force and effect:

3.1 Caching and other temporary storing of the Trailers may be done only during the Term and no part of the Trailers may be publicly displayed except as expressly permitted by the Agreement or resold in any media.

3.2 Licensee acknowledges that each individual Trailer is created from the copyrighted material of its respective owner and agrees to exercise good faith efforts to protect Rovi’s and/or its licensors’ ownership rights and the various copyrights in underlying material.

3.3 Licensee may only link to the Trailers per the instructions provided by Rovi (and/or its licensors), which may be amended from time to time, using the unique account number(s) provided by Rovi for each site linking to the Trailers.

3.4 Licensee shall be solely responsible for obtaining any performance rights, consents, licenses and permissions and paying all related fees, costs, payments and/or royalties due to third parties in connection with the Trailers (including, without limitation, fees, payments or royalties owed to ASCAP, BMI, SESAC or other performing rights organizations).

3.5 Licensee shall not disclose any link tables to any third parties or use any link tables for any purpose other than to link the Trailers to Data.

3.6 Licensee may have the option to use third party media player software to enable streaming of the Trailers (“Media Player Software”). Licensee may only display the Media Player Software on the Licensee Property in order to display the Trailers as expressly permitted herein and for no other purpose. Rovi is not responsible for and shall not provide any support with respect to the Media Player Software. MEDIA PLAYER SOFTWARE IS PROVIDED AS-IS WITHOUT REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION. ANY USE OF THE MEDIA PLAYER SOFTWARE BY LICENSEE AND BY ANY THIRD PARTIES SHALL BE AT LICENSEE’S AND SUCH THIRD PARTIES’ SOLE RISK.

3.7 No part of the Trailers or the Media Player Software may be duplicated or used in any way not expressly permitted by the Agreement.

4. MISCELLANEOUS

4.1 The term “Third Party Materials” as used in the Terms and Conditions shall include Trailers and Media Player Software.
Notwithstanding Section 10.1 of the Terms and Conditions, if Licensee fails to pay License Fees for Trailers and such failure to pay continues for fifteen (15) calendar days after such License Fees are due, these terms and all of Licensee’s rights in the Trailers shall immediately and automatically terminate at the end of such fifteenth day without notice. Licensee’s rights to use the Trailers pursuant to these terms may be reinstated upon mutual agreement by the Parties and payment by Licensee of applicable License Fees.

In the case of any conflict between these terms and the Agreement, these terms shall govern with respect to the Trailers.

IF THE ROVI MATERIALS INCLUDE MUSIC METADATA, THEN THE ADDITIONAL TERMS LOCATED BELOW ARE PART OF THE TERMS AND CONDITIONS AND INCORPORATED THEREIN.

REFERENCE is made to the Agreement signed by Licensee and Rovi; and

IN CONNECTION THEREWITH, Licensee and Rovi agree as follows:

1. Licensee shall and shall ensure that third parties with access to Rovi Materials agree to, are subject to and comply with the following:
   (a.) Ensure that any music related Third Party Materials shall be accompanied by a “buy button” containing an opportunity to purchase an associated sound recording and/or album.
   (b.) Ensure that music-related Third Party Materials are not used in any way, directly or indirectly, in connection with any games, mash up mixes, alcohol, tobacco, firearms, gambling, feminine hygiene products or male erectile dysfunction products.
   (c.) Not use, permit or enable the use of Rovi Materials, directly or indirectly, in any manner that could be construed as an endorsement of any product, service or person, or as a so-called “commercial tie-up” or “commercial tie-in” or any similar use, on file-sharing or social networking websites or applications, or in any way not expressly authorized hereunder.
   (d.) Not use, permit or enable the use of Rovi Materials, directly or indirectly, in connection with any illegal, libelous, obscene or pornographic content.

2. Licensee represents and warrants that the following statements are and shall remain true and correct at all times:
   (a.) Licensee does not produce music or sound recordings for sale to consumers, publishing music, distributing music wholesale or produce or distribute music merchandise wholesale.
   (b.) Licensee does not manufacture, produce, sell, distribute or market alcohol, items or activities that are unlawful or violate a right of a major record label, tobacco, gambling, pornography, feminine hygiene products, male erectile dysfunction products or firearms on the same page as or in association with any intellectual property of a major record label (e.g. music, cover art or audio samples). Licensee is not linked to anyone that does these activities.
   (c.) Neither Licensee nor any of its corporate affiliates own or operate, whether directly or indirectly, a “locker service” (i.e. that allows music to be archived without approval from major record labels).
   (d.) Licensee does not allow end users to submit to any of its services any copyrighted content owned or controlled by major record labels (i.e. without written approval from major record labels).
   (e.) Licensee is not in litigation with any major record label nor has Licensee received a notice of a dispute with any major record label.
   (f.) Licensee does not distribute or otherwise use any major record label’s intellectual property (e.g. music, cover art or audio samples) without that major record label’s approval or breaching a contract with a major record label.
   (g.) Licensee is not planning to use Rovi’s audio fingerprints to create or support Licensee’s own content identification service.

3. Reserved.
4. To the extent applicable, Licensee shall and shall ensure that third parties with access to Rovi Materials agree to, are subject to and comply with the following:

(a.) If Licensee is permitted to use any Rovi Materials on kiosks, then Licensee shall host and serve Rovi Materials and Licensee Property exclusively on and from servers that are located in the same location as the kiosks.

(b.) If the Rovi Materials includes the Music Metadata, Discover package, then:

(i) Except with respect to (i) the first sentence of Section 5.2 of the Terms and Conditions, (ii) Section 1(a) hereof and (iii) the first sentence of Section 4.4 of the Audio Sample Terms, if applicable, the term "Third Party Materials" as used in the Agreement (including, for the avoidance of doubt, these terms) shall include “Excerpts and Updates thereto”. “Excerpts” shall mean the passages and/or extracts from third party publications which Rovi regularly compiles and provides to its licensees to the extent included with the Rovi Content expressly selected in the Order Form, subject to applicable approvals from third parties, at no cost.

(ii) Display Excerpts on the Licensee Property solely in connection with criticism, commentary, news reporting, teaching, scholarship or research that constitutes fair use under the laws and regulations of the United States.

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IF THE ROVI MATERIALS INCLUDE AUDIO SAMPLES, THEN THE ADDITIONAL TERMS LOCATED BELOW ARE PART OF THE TERMS AND CONDITIONS AND INCORPORATED THEREIN.

REFERENCE is made to the Agreement signed by Licensee and Rovi; and

IN CONNECTION THEREWITH, Licensee and Rovi agree as follows:

1. DEFINITIONS

In addition to other definitions contained in the Agreement, the following shall apply:

"Audio Sample Service" means Rovi’s audio sample service licensed pursuant to the Agreement by Rovi to Licensee which is known as “Audio Samples” and which includes the Audio Samples.

"Audio Samples" means the streamed digitized audio excerpts (musical and spoken-word, normally of thirty (30) seconds duration) provided as part of the Audio Sample Service, subject to applicable approvals from third parties.

2. LICENSE GRANT

Subject to the terms and conditions of the Agreement, Rovi grants to Licensee a revocable, non-exclusive, non transferable, and cancelable limited right during the Term to use the Audio Sample Service via only the Website solely to display Audio Samples in the formats selected in the Order Form exclusively in the Territory and solely for the purpose of promoting the sale of the sound recording or album featured in the Audio Samples.

3. ROVI OBLIGATIONS

In addition to the acknowledgments, obligations and agreements set forth elsewhere in the Agreement, Rovi shall:

3.1 Provide an Audio Sample usage report detailing the Megabytes Transferred per month which report is available monthly via FTP download from Rovi’s FTP server. “Megabytes Transferred” means the portion of the Audio Sample actually streamed (“Megabytes Transferred”). For example, if 200,000 WMA 20 kbps sound samples (100,000 minutes) are streamed in a month and all were streamed for their entire 30 second length, the total Megabytes Transferred would be equal to: 200,000 samples x .075 MB = 15,000 Megabytes Transferred. For clarity, MP3 samples are deemed to be streamed fully in all cases.

4. LICENSEE RESTRICTIONS AND OBLIGATIONS

In addition to the acknowledgements, obligations and agreements set forth elsewhere in the Agreement, Licensee shall:
4.1 Not permit or enable the use of the Audio Samples as part of any content identification process or in connection with any playlist of Audio Samples or display or allow the display of any Audio Sample separately from the corresponding album cover art Image.

4.2 Be solely responsible for obtaining any performance rights and paying related fees, payments or royalties in connection with the Audio Sample Service (including, without limitation, fees, payments or royalties owed to ASCAP, BMI, SESAC or other performing rights organizations).

4.3 Display the following directly next to the corresponding Audio Sample: (i) the title of the recording, (ii) the title of the record, (iii) the name of the artist, (iv) the name of the record label, (v) the following notice: “Any reproduction, publication, further distribution, transmission or public performance or broadcast of materials provided at this site, in whole or in part, is strictly prohibited” and (vi) any attribution, indication of authorship or ownership or copyright notice included with the Audio Sample Service.

4.4 Licensee shall ensure any music related Third Party Materials shall be accompanied by a “buy button” containing an opportunity to purchase an associated sound recording and/or album in each case from a retailer authorized by Rovi.

5. MISCELLANEOUS

In the case of any conflict between these terms and the Agreement, these terms shall govern with respect to the Audio Sample Service.

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IF THE ROVI MATERIALS INCLUDE ANY ROVI MATERIALS DELIVERED VIA API, THEN THE ADDITIONAL TERMS LOCATED BELOW (THE “API TERMS”) ARE PART OF THE TERMS AND CONDITIONS AND INCORPORATED THEREIN.

REFERENCE is made to the Agreement signed by Licensee and Rovi; and

IN CONNECTION THERewith, Licensee and Rovi agree as follows:

1. LICENSE GRANT

Subject to the terms and conditions in the Agreement, Rovi grants to Licensee during the Term a limited, non-exclusive, non-transferable right, with no right to sub-license, to access and use the Data API during the Term in the Territory solely to access and display on the Licensee Property for the Permitted Use the Rovi Content provided by Rovi via the Data API in connection with the Permitted Use. “Data API” means the programmatic web application programming interface(s), code and associated tools and documentation as provided and modified by Rovi which will display certain Rovi Content as released from Rovi from time to time, subject to the limitations and conditions described in the Agreement.

2. ADDITIONAL TERMS AND CONDITIONS

In addition to and subject to the terms and conditions set forth elsewhere in the Agreement, Licensee agrees to the following:

2.1 Rovi reserves the right to modify and/or release new versions of the Data APIs and Licensee shall use and implement the most recent version (and cease all use of any prior versions) within ninety (90) days of Rovi commercially releasing such new version.

2.2 Licensee may only access Licensee’s account with the unique security keys, tokens, passwords and/or other credentials issued to Licensee by Rovi solely in connection with the Permitted Use (collectively, the “Keys”). Licensee is fully responsible for all activities that occur using its Keys, regardless of whether such activities are undertaken by Licensee or a third party. Licensee is also responsible for maintaining up-to-date and accurate information (including a current email address) for its account.

2.3 For purposes of the Agreement, the total Keys issued shall be determined by Rovi and the number of API Calls made by Licensee shall be calculated by Rovi in its sole discretion. Rovi may increase the contractual limit on the number of API Calls that may be made by Licensee. “API Call” shall mean any query, request for information, search request or other call to or via the Data APIs.

2.4 Only Data and Third Party Materials Rovi deems to be a part of the packages expressly selected in the Order Form and licensed to Licensee under the Agreement shall be included in the terms “Data” and “Third Party Materials”. Licensee has no rights to use in any manner any materials delivered via Data APIs which are not deemed by Rovi to be part of the products and packages expressly
3. MISCELLANEOUS

The term “Rovi Materials” as used in the Terms and Conditions shall include the Data APIs. In case of any conflict between these terms and the Agreement, these terms shall govern with respect to the Data APIs and the other matters set forth in these terms.

4. SUPPORT

Rovi shall make the Helpdesk available 24 hours a day for 7 days per week (excluding routine or scheduled maintenance periods) for complete product documentation and general news announcements (e.g. FAQ’s, Take Down Notices, hints and tips, special announcements, etc) and for the submittal of questions, concerns, and reporting of possible errors to Rovi Materials. Licensee may contact Rovi via 888-203-2006 for telephone technical support Monday through Friday, 8:00 AM to 5:00 PM central time, excluding holidays and via the web portal at https://b2bsupport.tivo.com for technical support for Rovi Materials.

As used herein, the term “Helpdesk” shall mean a password-protected website for Rovi customers, currently located at https://b2bsupport.tivo.com.

5. COPYRIGHT NOTICES AND ATTRIBUTION

On the Licensee Property’s landing screen/splash display, home page (or equivalent display) and/or “About” page (or equivalent display), and subject to Rovi’s brand guidelines on the Developer Portal, Licensee shall display the following attribution: “[TiVo logo here] Portions of content provided by TiVo Corporation. ©[Insert current year] TiVo Corporation.” Writer attribution must be displayed at the end of all biographies, reviews and synopses. Rovi may modify the foregoing attribution, at any time, upon thirty (30) days prior written notice (notice by e-mail or posting to the Developer Portal constitutes notice). Licensee shall display without modification applicable attribution, indications of authorship or ownership and copyright notices as set forth in the Agreement (including, for the avoidance of doubt, these terms) or otherwise included with any Rovi Materials. As used herein, the term “Developer Portal” shall mean http://developer.rovicorp.com or http://developers.rovicorp.com, as applicable.

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IF THE ROVI MATERIALS INCLUDE ANY SPORTS METADATA, GAME DYNAMICS PACKAGE, THEN THE ADDITIONAL TERMS LOCATED BELOW ARE PART OF THE TERMS AND CONDITIONS AND INCORPORATED THEREIN.

REFERENCE is made to the Agreement signed by Licensee and Rovi; and

IN CONNECTION THEREWITH, Licensee and Rovi agree as follows:

RESTRICTIONS, OBLIGATIONS AND ADDITIONAL PROVISIONS

1. NHL Data: Licensee’s access to and use of Data (excluding Images) from the National Hockey League pursuant to the Sports Metadata, Game Dynamics packages and delivered under the Agreement (the “NHL Content”) shall be subject to the following terms:

(a.) All rights and/or licenses in the NHL Content pursuant to the Agreement shall be subject and subordinate to: (i) the NHL Constitution; (ii) the NHL By-Laws; (iii) all other rules, regulations, interpretations, procedures, policies, and resolutions of NHL; (iv) any agreement between or among NHL, its affiliates (including member clubs) and/or other parties in furtherance of NHL business or interests or as otherwise authorized directly or indirectly by the NHL Board of Governors, the NHL Commissioner, or the NHL Constitution or By-Laws; all as the same may now exist or hereafter be amended or enacted and all as they may be interpreted by the Commissioner.

(b.) Rovi, Rovi’s content provider and the NHL have the unconditional right to require Licensee to block the distribution of some or all of the NHL Content on any Licensee Property in the event that such Licensee Property promotes any of the following:

(i) Illegal gambling
(ii) Adult only content
(iii) Tobacco products
(iv) Firearms
(v) Extreme fighting sports events (e.g. ultimate fighting, cage fighting)
(vi) Habit forming or illegal drugs
(vii) “900” or “976” numbers that bill the caller (e.g. sexually explicit or intimate phone services, phone services directed primarily at children)

2. In case of any conflict between these terms and the Agreement, these terms shall govern with respect to the NHL Content and the other matters set forth in these terms.