

# TiVo Inc.

## UNITED STATES AUTHORIZED RESELLER AGREEMENT

This Authorized Retailer Agreement ("Agreement") is effective as of {{\_es\_:signer:date}} (the "Effective Date") by and between TiVo Inc., a Delaware corporation with a principal place of business at 2160 Gold Street, San Jose, California 95002 ("TiVo"), on the one hand, and the TiVo Authorized Retailer which has executed this Agreement, a {{\*legal\_entity\_es\_:signer}} with a principal place of business at {{\*address\_es\_:signer}} {{address2\_es\_:signer}} {{suite\_es\_:signer}} {{\*city\_es\_:signer}} {{\*state\_es\_:signer}} {{\*zip\_es\_:signer}} (the "Retailer"), on the other hand. TiVo and the Retailer are each sometimes referred to herein individually as a "party" or collectively as the "parties". The parties agree as follows:

### 1. Definitions.

(a) Products: The "Product(s)" shall mean solely the TiVo-related product(s) which explicitly are set forth in the attached Schedule A of this Agreement, as such product listing may be amended from time to time by TiVo.

(b) Territory: The "Territory" of this Agreement shall be comprised solely of those States (within the United States) which specifically are listed in the attached Schedule B to this Agreement, as such Schedule B may be modified from time to time by TiVo. Notwithstanding anything to the contrary contained herein, the Reseller specifically acknowledges, agrees and understands that any sale (through any sales channel) of any Products outside the Territory is strictly prohibited under this Agreement, and constitutes a material breach of this Agreement, thereby entitling TiVo immediately thereupon to terminate this Agreement (in its sole discretion) without any obligation on the part of TiVo to provide to the Reseller (i) any form of notice or (ii) any period within which to cure such breach.

(c) End-User: An "End-User" is any residential consumer purchaser of the Product(s) from the Reseller, who is the ultimate individual for whom the use of the Product is designed and who does not intend to resell the Product to a third party. Without limiting the generality of the immediately preceding sentence, and unless and until TiVo specifically modifies (in writing) this Section 1(c) of the Agreement to state otherwise, an End-User may not consist of a restaurant or a bar.

2. Appointment. TiVo hereby appoints the Reseller, through the Reseller's Agent(s), {{\*retaileragentnames\_es\_:signer\_\_\_\_\_}} and the Reseller accepts the non-exclusive right, in accordance with and subject to the terms and conditions of this Agreement, to serve during the "Term" (as defined in Section 4 below) hereof as a TiVo Authorized Reseller of TiVo Products (as explicitly listed in Schedule A) (a) at solely the location(s) within the Territory that specifically are set forth in Schedule C to this Agreement (collectively, the "Reseller Location") and (b) solely to End-Users.

3. Internet Advertising and Sales. Without the separate execution by respective authorized representatives of the parties of a written amendment or a written addendum to this Agreement, the Reseller expressly is prohibited from advertising and/or selling any TiVo Products on the Internet (or in any other similar non-physical medium which hereafter may be developed), whether on the Reseller's own online store or website or on or through any third party's(ies') online store(s) or website(s), and whether by means of fixed published pricing or any form of online auction. The Reseller additionally acknowledges, agrees and understands that its sale or attempted sale of any Product(s) by means of any form of auction is strictly prohibited through any other sales channel as well. The Reseller's failure to comply with the two immediately preceding sentences shall constitute a material breach of this Agreement, thereby entitling TiVo (in the exercise of its sole discretion) to immediately terminate this Agreement, without any obligation on the part of TiVo to provide to the Reseller (a) any form of notice or (b) any period within which to cure such breach. Without derogating from anything contained in the three immediately preceding sentences, the Reseller may include, solely on its own website, factually accurate and up-to-date information about TiVo Products and services, provided that (in each instance) such copy and imagery are submitted to, and approved in writing by, an authorized representative of TiVo prior to the posting, publication or display by the Reseller of any such copy or imagery.

4. Term. The term of this Agreement (the "Term") shall be for one (1) year, commencing on the Effective Date, and the Term shall be automatically renewable for successive one (1)-year periods unless this Agreement otherwise is terminated earlier pursuant to Section 9 below.

### 5. Terms of Sale.

(a) During the Term, TiVo agrees to sell, and the Reseller agrees to purchase from solely one of TiVo's authorized representatives, such quantities of the Products as the Reseller may reasonably request, at the prices and subject to the other terms and conditions of sale which are established by the authorized TiVo representative and in effect at the time of shipment. Subject to the terms and conditions of this Agreement, orders of the Products by the Reseller will be made from time to time by purchase order from the Reseller to an authorized TiVo representative, in the quantities which the Reseller requests. TiVo does not represent, warrant or guarantee that the quantities of particular Products which the Reseller may request will be available at any given time. All purchase orders will be invoiced in and paid in United States Dollars.

(b) The Reseller shall at all times during the Term diligently promote the sale of, and stimulate and increase interest in, the Products (collectively, the "Reseller Responsibilities"). In particular, and without limiting the generality of the foregoing, the Reseller shall, as essential components of such Reseller Responsibilities:

(i) Promote the Products in accordance with the advertising, marketing and promotional initiatives introduced by TiVo;

(ii) Maintain a staff capable of promoting, demonstrating, and selling (with appropriate licenses and certifications, as necessary) the Products in accordance with the highest professional industry standards, including up-to-date technical expertise, to ensure proper equipment compatibility and to achieve customer satisfaction.

(iii) At no time engage in any "bait and switch" tactics or in any other unfair, misleading, or deceptive trade practices with respect to the Products, and at no time to make any false, misleading or deceptive representations with regard to TiVo or any of the Products;

(iv) At no time make any representations to consumers, or to any other party, with respect to the specifications or features of any Product, except those such specifications and features which have been approved in writing or published by TiVo at that time;

(v) If the Reseller pays to any sales personnel a sales commission on the sale of any company's products that compete in any manner, or to any extent, with the Products, then the Reseller shall pay to such sales personnel a substantially similar or greater sales commission on such sales personnel's sales of the Products, such sales commission to be in an amount sufficient to encourage such sales personnel to promote, demonstrate and sell the Products.

(c) By no later than the fifth business day of each calendar month during the Term, the Reseller shall compile and issue to TiVo a detailed written report setting forth the following specific information with respect to the immediately concluded calendar month (the "Covered Month"):

(i) A listing describing each individual sale by the Reseller of a Product(s) to an End-User during the Covered Month, with each such individual sale description to include (A) the type, model, serial number, and quantity of each Product sold, (B) the dollar amount (including a breakout of any applicable taxes) for which each such Product was sold, (C) the name, physical/street address, and email address of the End-User to which each such Product was sold, and (D) the date on which each such Product was sold; and,

(ii) A complete on-hand inventory listing of the type, model, serial number, and quantity of each Product owned or possessed by the Reseller, or under the Reseller's control, at the end of the last calendar day of the Covered Month.

6. Limitations of Liability. In no event will either party's liability under the Agreement include any special, punitive, exemplary, indirect, incidental or consequential losses or damages whatsoever (including without limitation, loss of profits, other commercial loss, or cost of procurement of substitute goods), even if such party has been advised of the possibility of such potential losses or damages. Except with respect to liability and damages emanating from a matter that is the subject of a party's respective indemnification obligations under Section 7 below, in no event will either party's cumulative liability under or in connection with the Agreement exceed an amount equal to the aggregate amount of all sums paid or due by the Reseller to TiVo (or to an authorized representative of TiVo) hereunder. This limitation of liability is cumulative, with all payments for claims in connection with the Agreement being aggregated to determine satisfaction of the liability limit. The existence of one or more claims will not enlarge the liability limit.

## 7. Indemnification.

(a) The Reseller, at its own expense, shall: (i) defend, or at its option settle (provided that such settlement does not impose any liability, obligations, or admission of wrongdoing on TiVo), any claims, suits, demands, actions, and causes of action brought by a third party (collectively "Claims") against TiVo resulting from the Reseller's breach or alleged breach of the Agreement, including

but not limited to the Reseller's breach or alleged breach of any of its representations and warranties set forth in this Agreement; and (ii) pay any award, damages or costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or agreed upon in a settlement of any such Claim. TiVo agrees to give the Reseller prompt written notice of any such Claims, to tender the defense of such Claims to the Reseller, and to grant to the Reseller the right (subject to subsection (i) above) to control the settlement and resolution of such Claims.

(b) TiVo, at its own expense, shall: (i) defend, or at its option settle (provided that such settlement does not impose any liability, obligations, or admission of wrongdoing on the Reseller), any third-party Claims against the Reseller resulting from (A) TiVo's breach of the Agreement, including but not limited to TiVo's representations and warranties, (B) a Product recall, (C) personal injury, death or personal property damage caused by the Product(s), provided that the Product(s) has(have) not been misused in any manner by the Reseller, by any End-User of the Reseller, or by any other person or entity, and (D) the infringement by the Product(s), as unmodified in any manner by the Reseller, by any End-User of the Reseller, or by any other person or entity, of such third-party claimant's patent, copyright, or trademark rights, where such rights are enforceable as of the Effective Date; and (ii) pay any award, damages or costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or agreed upon in a settlement of any such Claim. The Reseller agrees to give TiVo prompt written notice of any such Claims, to tender the defense of such Claims to TiVo, and to grant to TiVo the right (subject to subsection (i) above) to control the settlement and resolution of such Claims.

(c) The foregoing states TiVo's entire liability, and the Reseller's sole and exclusive remedy, under any theory, with respect to the infringement of any patent, copyright or trademark rights of any third party(ies).

#### 8. Representations and Warranties.

(a) The Reseller represents and warrants to TiVo that: (i) the Reseller has the authority to enter into this Agreement, and the person(s) signing this Agreement on behalf of the Reseller is(are) authorized to sign; (ii) the Reseller will comply with each and all of the Reseller Responsibilities and other obligations which are set forth in this Agreement; (iii) the Reseller will not (A) make any false, inaccurate, incomplete, deceptive or misleading representations about the Product(s) or (B) otherwise violate any applicable advertising or marketing laws or regulations; and (iv) the Reseller has not entered into, and will not enter into, any agreements or commitments (with any third party(ies)) which would conflict or interfere in any manner with the performance of any of the Reseller's obligations under this Agreement.

(b) TiVo represents and warrants to the Reseller that: (i) TiVo has the authority to enter into this Agreement, and the person(s) signing this Agreement on behalf of TiVo are authorized to sign; (ii) to the best of TiVo's knowledge, the Products will perform substantially in conformance with the manufacturer's published specifications; and (iii) TiVo has not entered into, and will not enter into, any agreements or commitments (with any third party(ies)) which would conflict or interfere in any manner with the performance of any of TiVo's obligations under this Agreement.

(c) EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, WHETHER STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, DESCRIPTION OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE.

9. Termination. The Agreement is effective until terminated by either party pursuant to the provisions of this Section 9. Either party may terminate the Agreement, at any time and for any reason (or for no reason at all), upon thirty (30) days' written notice to the other party. In the event a party is in material breach of the Agreement, the Agreement may be terminated immediately by the non-breaching party, provided that (a) notice describing the breach has been provided to the breaching party and (b) subject to Sections 1(b) and 3 above (i.e., circumstances in which no cure period will apply), the breaching party has failed to cure such breach within five (5) business days of its receipt of such notice.

10. Rights and Obligations After Termination. Upon termination of the Agreement (including termination by reason of the expiration of the Term):

(a) All of the Reseller's obligations under this Agreement shall continue with respect to Products then owned, possessed by, or under the control of, the Reseller, or thereafter delivered to the Reseller;

(b) Immediately upon and after the termination of this Agreement, the Reseller shall (i) discontinue using the TiVo "Marks" (as defined in Section 16(a) below), (ii) cease representing itself to others, and cease holding itself out to others, as a TiVo

Authorized Reseller, and (iii) continue complying with the provisions of Section 5(b) above with regard to the avoiding of unfair or deceptive trade practices. Promptly upon (and in any event not greater than ten (10) days after) the termination of this Agreement, (i) the Reseller shall return to TiVo (A) all advertising, marketing and promotional materials relating to the Products and (B) any additional materials in the Reseller's possession (or under the Reseller's control) which bear any of the TiVo Marks, and (ii) the Reseller shall discontinue all advertising, marketing and promotion of the Products.

11. Amendment of Schedules. TiVo may amend any schedule to this Agreement by means of written notice to the Reseller, and any such amendment shall become effective immediately upon TiVo's issuance of such notice.

12. Assignment. This Agreement, and the Reseller's rights and obligations hereunder, shall not be assigned, transferred or sublicensed, in whole or in part, by the Reseller, and any such attempted assignment, transfer or sublicense shall be null and void and of no force or effect. TiVo reserves the right to assign all or any part of this Agreement, and/or any and all of its rights and/or obligations hereunder, upon written notice to the Reseller (and without TiVo's having to seek or obtain the Reseller's consent to such assignment). Any change in equity ownership of the Reseller which results in the current owners of the Reseller no longer owning a majority of the outstanding equity interests in the Reseller shall be deemed an assignment of this Agreement by the Reseller and shall result in the immediate and automatic termination of this Agreement.

13. Product Changes by TiVo. TiVo reserves the right at any time to discontinue the production, sale, distribution, advertising or marketing of any of its Products, to change the design of its Products and any parts thereof, and to change its service, warranty, or other pricing, options, plans or policies, without any notice or obligation to the Reseller of any kind whatsoever. The Reseller agrees that it shall have no claim against TiVo, or against any affiliate, subsidiary or successor of TiVo, for failure to furnish such Products, whether or not such Products are of a model, design or type previously sold.

14. [Intentionally Deleted.]

15. Notices. Any and all notices permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, and shall be deemed to have been delivered if (a) delivered personally, (b) sent by registered or certified U.S. Mail (postage prepaid and return receipt requested), or (c) sent by a nationally recognized overnight courier such as FedEx or United Parcel Service (with an acknowledgement of delivery), to the other party at its address set forth in this Agreement. The date of personal delivery or the date of mailing or the date of deposit with such overnight courier, as the case may be, shall be deemed the date of issuance of such notice. The date of personal delivery or three (3) business days after the date of mailing or one (1) business day after the date of deposit with such overnight courier, as the case may be, shall be deemed the date of receipt of such notice.

16. The Reseller's Use of TiVo's Intellectual Property.

(a) During the Term of the Agreement, TiVo grants to the Reseller a non-exclusive, revocable license, solely within the Territory, to use all of TiVo's trade names, trademarks, and service marks associated with the Product(s) (collectively, the "Marks") for the sole purpose of promoting and selling the Product(s); provided, however, that neither the Reseller nor any third party shall alter or obscure any of the Marks, in any manner, from the precise form in which supplied by TiVo hereunder; and, provided further, that such licensed use of the Marks by the Reseller shall be strictly in accordance with the instructions set forth in the attached Schedule D (with the heading "Using TiVo Trademarks, Trade Names and Service Marks") hereto for using and displaying TiVo Marks, including for such use and display of the Marks in advertisements. The Reseller additionally must comply at all times with each and all of TiVo's trademark usage guidelines and policies which are contained at [www.tivo.com/resources](http://www.tivo.com/resources), as such guidelines and policies may be modified from time to time by TiVo. As between TiVo and the Reseller, all use of the Marks hereunder shall inure to the exclusive benefit of TiVo and its subsidiaries, and TiVo shall retain the exclusive ownership of each and all of the Marks. The Reseller must not contest, challenge or do anything inconsistent with TiVo's and its subsidiaries' exclusive ownership of the Marks. Without limiting the generality of the foregoing, the Reseller may not affix, append or place any of its (or of any third party's) trademarks, service marks, trade names or logos to, or in close proximity to, or in combination or interspersed with, any of the Marks in a manner that results or could result in the creation of a unitary composite mark. The Reseller specifically acknowledges, agrees and understands that it is purchasing solely the hardware components of the Products. Any software components of the Products are licensed to the Reseller solely for distribution as an integrated, non-separable part of the Products solely within the Territory during the Term of the Agreement, in accordance with the provisions of this Agreement. In no event shall the Reseller attempt to disassemble, decompile or reverse engineer any such software components.

(b) Except for the resale of the Products as embodying or accompanied by the Marks provided by TiVo hereunder, and in strict accordance with the terms and conditions of this Agreement, the Reseller is expressly prohibited from conducting business under, bidding on as keywords in paid search, or otherwise using (e.g., as part of any website or email address), any of the Marks (or any name, term, trademark, trade name, or service mark confusingly similar thereto).

(c) During the Term of this Agreement, and subject to any usage restrictions which TiVo may communicate to the Reseller, the Reseller's advertisements for the Products may use, without alteration in any manner and without the removal or obscuring of any and all accompanying copyright and trademark notices, TiVo's copyrighted images, text, and video which TiVo supplies to the Reseller hereunder; provided, however, that such assets may be used for the sole purpose of the Reseller's advertising of the Products; and, provided further, that the Reseller shall not assign, transfer or sublicense any such usage right to any other party(ies).

17. Confidentiality. The existence and terms of this Agreement, together with any information exchanged between the parties (or made available by either party) which is marked as confidential or, regardless of form (written/electronic/oral) or marking, is of the nature that a reasonable person would understand that the owner of such information would not want it disclosed to the public, will be treated hereunder as Confidential Information. Confidential Information also includes: (a) any data transaction between the parties; (b) matters of a technical nature such as trade secret processes or devices, know-how, data, formulae, inventions, specifications and characteristics of products or services planned or being developed, and research subjects, methods and results; (c) matters of a business nature such as information about costs, profits, pricing, policies, markets, sales, suppliers, customer information, product development, production and/or distribution plans, and marketing concepts, plans or strategies; or (d) any other information of a similar nature which is not generally disclosed to the public. Each party agrees not to disclose the other party's Confidential Information, except to the former party's employees, financial representatives, or legal representatives who (i) are subject to a similar written confidentiality agreement and (ii) have a legitimate business need to know such Confidential Information in order to perform their responsibilities. Each party agrees to take at least the same precautions to protect the other party's Confidential Information as such former party would utilize to ensure the protection, confidentiality and security of its own Confidential Information. Confidential Information does not include any information which: (A) is or becomes generally known or available to the general public through no act or failure to act by the receiving party; (B) is already known by the receiving party, as evidenced by its written records; or (C) is disclosed to the receiving party by a third party (I) without restriction on disclosure and (II) without breach of any confidentiality obligation of such third party. Upon termination of this Agreement, a party may, in writing, request either the prompt return or the prompt destruction of any of its Confidential Information provided to the other party.

18. Miscellaneous.

(a) In the event of any conflict between the terms of this Agreement and the standard terms of any TiVo sales contract or acknowledgment used in connection with any individual sale hereunder, the terms of this Agreement shall control, unless otherwise expressly agreed to in writing by TiVo and the Reseller at the time of such individual sale.

(b) Titles or captions contained in this Agreement are inserted solely for convenient reference, and in no way define, limit or describe the meaning, scope or intent of this Agreement or of any provision of this Agreement.

(c) The failure by TiVo to enforce any of its rights hereunder, regardless of the length of time for which such failure continues, shall not constitute a waiver of those or of any other rights.

(d) Nothing set forth in this Agreement creates, or shall be deemed to create, a partnership, joint venture, agency, or fiduciary relationship between TiVo and the Reseller.

(e) This Agreement, and the rights and obligations of the parties hereunder, shall be governed exclusively by, and interpreted, construed and enforced exclusively in accordance with, (i) the internal, substantive laws of the State of California, without regard to its conflict/choice of law rules or principles, and (ii) the federal laws of the United States of America. Any and all suits, in law or in equity, or other judicial proceedings for each and any breach, or for the enforcement, of this Agreement or of any provision hereof, that may be brought by either party shall be instituted and maintained solely in the state or federal courts located in Santa Clara County in the State of California. In any such suit or proceeding, the parties hereby agree irrevocably to submit to the exclusive personal and subject matter jurisdiction and exclusive venue of such courts. In this regard, the parties hereby waive their right to bring an action in another jurisdiction or venue and forfeit their right to oppose a motion to transfer if any such action is brought in another jurisdiction or venue.

(f) Except as provided in Section 11 above, any addition to or modification of this Agreement shall not be binding unless embodied within a written instrument that is negotiated and executed by respective authorized representatives of both parties.

(g) Should any part or portion of this Agreement or any provision of this Agreement be held invalid, illegal, void or unenforceable, then the remainder of this Agreement (and the application of the remaining provisions of this Agreement) shall not be affected thereby, and provided that the basic purpose of this Agreement and the benefits to the parties are not substantially impaired, the remaining provisions of the Agreement shall be deemed valid and enforceable to the fullest extent permitted by law.

(h) This Agreement, together with its Schedules, constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof, and this Agreement supersedes and supplants, in their entirety, any and all prior and contemporaneous agreements, drafts, memoranda, documents, communications, negotiations, discussions, representations, promises and understandings by or between the parties relating to the same subject matter.

(i) This Agreement may be executed in multiple counterparts, each of which shall constitute an original for all purposes, and all of which together shall constitute one and the same instrument.

(j) The person signing on behalf of a party represents that such person has the authority to bind such party.

**Reseller**

**TiVo Inc.**

{{\*company\_es\_:signer }}

**Legal Name of Retailer**

{{\_es\_:signer:signature }}

{{\*\_es\_:signer:email }}

**Date:** {{\_es\_:signer:date}}

{{\*\_es\_:signer:fullname }}

**Name**

{{\*\_es\_:signer:title }}

**Title**

{{\_es\_:signer:tradenam e }}

**Trade Name of Retailer (if different from legal name)**

**Retailer Headquarter Address:**

Street: {{\*address\_es\_:signer }}

{{address2\_es\_:signer }}

Suite: {{suite\_es\_:signer }}

City: {{\*city\_es\_:signer }}

State: {{\*state\_es\_:signer }}

Zip Code: {{\*zip\_es\_:signer }}

{{\*taxnumber\_es\_:signer }}

**Resale Number / Tax ID Number**



By: \_\_\_\_\_

Name: Larry Denny

Title: Assistant Corporate Secretary

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## **SCHEDULE A**

### **PRODUCT LIST**

#### **Product listing:**

{{companywebsite\_es\_:link(<https://tivo.box.com/v/ProductList>):label (TiVo Retailer Product List))}}

## **SCHEDULE B**

### **STATES COMPRISING THE TERRITORY**

**States:**

{{companywebsite\_es\_:link(<https://tivo.box.com/v/States>):label (Rep Firm Territories))}}



## SCHEDULE C

### AUTHORIZED RESELLER LOCATION(S)

*PLEASE PROVIDE NAME, ADDRESS, PHONE, FAX, AND E-MAIL*

Name	Address	Phone/Fax #	Email Address
{{*company_es_:signer }}	{{*address_es_:signer }}  {{address2_es_:signer }} Suite: {{suite_es_:signer }} City: {{*city_es_:signer }} State: {{*state_es_:signer }} ZipCode:{{*zip_es_:signer}}	Phone #: {{*phone_es_:signer }}  <b>Fax #</b> {{fax_es_:signer }}	{{*_es_:signer:email }}
{{company2_es_:signer }}	{{address2_es_:signer }}  {{address22_es_:signer }} Suite: {{suite2_es_:signer }} City: {{city2_es_:signer }} State: {{state2_es_:signer }} ZipCode:{{zip2_es_:signer}}	Phone #: {{phone2_es_:signer }}  <b>Fax #</b> {{fax2_es_:signer }}	{{_es_:signer:email2 }}
{{company3_es_:signer }}	{{address3_es_:signer }}  {{address23_es_:signer }} Suite: {{suite3_es_:signer }} City: {{city3_es_:signer }} State: {{state3_es_:signer }} ZipCode:{{zip3_es_:signer}}	Phone #: {{phone3_es_:signer }}  <b>Fax #</b> {{fax3_es_:signer }}	{{_es_:signer:email3 }}
{{company4_es_:signer }}	{{address4_es_:signer }}  {{address24_es_:signer }} Suite: {{suite4_es_:signer }} City: {{city4_es_:signer }} State: {{state4_es_:signer }} ZipCode:{{zip4_es_:signer}}	Phone #: {{phone4_es_:signer }}  <b>Fax #</b> {{fax4_es_:signer }}	{{_es_:signer:email4 }}

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**SCHEDULE D**  
**USING TIVO TRADEMARKS, TRADE NAMES, AND SERVICE MARKS**

The Reseller must comply at all times with TiVo's trademark usage guidelines and policies contained at [www.tivo.com/resources](http://www.tivo.com/resources), which guidelines and policies may be modified from time to time by TiVo in its sole discretion..

Trademarks and service marks are the distinctive words, symbols or designs which are used to identify TiVo goods or services and which distinguish TiVo's products and services from the products and services of other companies.

As a TiVo Authorized Reseller, the Reseller will benefit from the fame and inherent value signified by the TiVo brand name and by the various trademarks, trade names, and service marks owned by TiVo (collectively, the "TiVo Marks"). In addition to the legal requirement that the Reseller use the TiVo Marks properly in all advertising, marketing, promotional and sales materials, doing so will assist TiVo in protecting and enforcing its rights in and to each of the TiVo Marks.

The following guidelines must be followed when using any of the TiVo Marks. These guidelines are in addition to those guidelines provided by TiVo for print advertisements in support of a particular Product:

- Each of the TiVo Marks must be reproduced exactly from camera-ready artwork provided by TiVo.
- If the TiVo logo appears on the Reseller's stationery or business cards, the words "Authorized Reseller" must immediately follow the TiVo logo. This can be accomplished by using the "TiVo Authorized Reseller" artwork provided by TiVo.
- There must be no confusion with which entity the customer is dealing. The Reseller's name must be the most prominent name on the page. The TiVo logo may not be the only source identifier on the page. The TiVo logo may not appear at the top of the page.
- Neither the TiVo logo nor any other TiVo Mark may be used in combination with another company's trademark, trade name, or service mark in such a manner that the TiVo logo (or other TiVo Mark) appears to be joined or associated in any way with such other company's trademark, trade name, or service mark. Ample space must appear between the TiVo logo or other TiVo Mark, on the one hand, or any other company's trademarks, trade names, or service marks, on the other hand, in order to distinguish TiVo and such other company as separate entities.
- Neither the TiVo logo nor any other TiVo Mark may be used in a way that will dilute or diminish its value to TiVo, such as on another company's goods or in any non-TiVo-approved form.
- Any use of any TiVo Mark on a webpage must adhere to the following guidelines:
  - A superscript indicating a registered trademark (®) or trademark (™) or service mark (SM) symbol (as applicable) must appear next to all TiVo Marks in all printed literature. Use of the proper superscripted symbol is critical (a) to help ensure the legal protection of each of the TiVo Marks and (b) to help prevent any infringement, violation or misappropriation of TiVo's ownership rights in and to each of the TiVo Marks. The Reseller should please check with its TiVo account representative for the proper superscripted symbol to be used in conjunction with each of the TiVo Marks.
  - The appropriate registered trademark (®) or trademark (™) or service mark (SM) symbol must appear as a superscript following each TiVo Mark at the first or most prominent place where such TiVo Mark is used on a particular page of an advertising, marketing, promotional or sales piece. All TiVo Marks must be capitalized, italicized and/or bolded or otherwise treated with prominence.
- Any use of a TiVo Mark which is not addressed in this Schedule D, or elsewhere in the Agreement, must in each instance be approved in writing by TiVo prior to such use of the TiVo Mark. The Reseller should please email any and all such approval requests to the attention of its TiVo account representative.