

AUDIENCE RESEARCH AND MEASUREMENT
INFORMATION LICENSE
AND CONFIDENTIALITY
AGREEMENT

1. Agreement. The parties agree that these terms and conditions, together with the Order Form signed by Customer, constitute a binding agreement between the parties (the "Agreement"), which will be effective on the date Customer signs the Order Form.
2. License. TiVo hereby grants to Customer, and Customer hereby accepts from TiVo, a limited, personal, nontransferable and nonexclusive license (the "License") to receive and use the audience research and measurement information (the "ARM Information") provided by TiVo under the Agreement.
3. Privacy. Customer recognizes that TiVo has made specific commitments to its subscribers concerning the protection of personal subscriber information. These commitments are reflected on TiVo's web site (<http://www.tivo.com/privacy>) (the "Privacy Policy").
4. Confidentiality Obligations. Customer agrees to acknowledge and abide by the following limitations on the use of ARM Information:
 - (a) Internal Use. Customer may use the ARM Information for internal research and analysis in the ordinary course of Customer's business, provided that Customer notifies its employees that the disclosure is made in confidence for Customer-related use only and shall be kept in confidence in accordance with this Agreement;
 - (b) Press Releases. Customer may disclose portions of the ARM Information in press releases or promotions by obtaining prior written consent from TiVo;
 - (c) Presentations and Pitches. Customer may use the ARM Information to produce reports which may be disclosed and distributed by Customer to its clients, or prospective client, in the ordinary course of Customer's business, provided that TiVo is prominently identified as the source of such data, and Customer's report does not merely redistribute or incorporate without refinement, the full dataset or entirety of any ARM Information report(s) received by Customer from TiVo; and
 - (d) Prudent Safeguards. In all cases, Customer will use prudent methods to safeguard the ARM Information. Customer shall promptly notify TiVo of any actual or suspected misuse, unauthorized disclosure, or unauthorized distribution of the ARM Information.
5. Agency Obligations. IF CUSTOMER IS AN AGENCY PURCHASING THE ARM INFORMATION ON BEHALF OF A PARTICULAR CLIENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT IT MAY NOT SHARE OR DISCLOSE THE ARM

INFORMATION TO ANY OF THE AGENCY'S OTHER CLIENTS. IF AGENCY IS PART OF A HOLDING COMPANY OF AGENCIES, THEN AGENCY IS NOT PERMITTED TO SHARE ARM INFORMATION WITH SISTER AGENCIES.

6. Confidentiality Exceptions. The obligations imposed by this Agreement shall not apply to any information that: (a) is already in the possession of Customer as shown by documentation; or (b) is or becomes publicly available through no fault of Customer; or (c) is obtained by Customer from a third person without breach by such third person of an obligation of confidence with respect to the ARM Information disclosed. Customer may also disclose any ARM Information that must be disclosed pursuant to applicable federal, state, or local law, court order or other legal process; provided that Customer gives TiVo prompt written notice sufficient to allow TiVo to seek a protective order or other appropriate remedy.
7. Acknowledgements. Customer acknowledges that its breach of this Agreement will cause irreparable damage and hereby agrees that TiVo shall be entitled to seek injunctive relief under this Agreement without being required to post a bond or other security, as well as such further relief as may be granted by a court of competent jurisdiction. The prevailing party in action to enforce this Agreement will be entitled to recover costs and fees including reasonable attorney and expert witness fees.
8. Termination. Either party will have the right to terminate this agreement in the event that the other party is in default or in breach of any material provision of this agreement and fails to cure such default or breach within thirty (30) days of receiving notice of such breach.
9. Post-Termination. Upon termination of this Agreement, Customer shall continue to maintain the confidentiality of the ARM Information received from TiVo during the term of the Agreement, as set forth in sections 4-5 above. This confidentiality obligation shall survive termination and continue in effect until the ARM Information becomes publicly available through no fault of Customer. Customer may continue to use the ARM Information it is in possession of so long as the Customer maintains its confidentiality.
10. Ownership. TiVo retains all ownership rights to the ARM Information. TiVo does not grant Customer any right, title or interest in the ARM Information, or any express or implied licenses under any patents, copyrights, trade secrets, trademarks, or other intellectual property rights, except as expressly set forth in this Agreement.
11. Assignment. Neither this Agreement nor any rights hereunder in whole or in part shall be assignable or otherwise transferable by Customer and the obligations contained in this Agreement shall survive and continue after termination of this Agreement.

12. Third-party Material. TiVo ARM Information or reports may include products from third party suppliers. For example, TiVo Stop||Watch reports include products from Business Objects Projects Limited.
13. Force Majeure. Neither party will be deemed in breach of the Agreement to the extent that performance of its obligations are delayed or prevented by reason of any fire, flood, terrorist attack, war, strikes, boycotts, acts of God, or other causes that are beyond the control and without the fault or negligence of the entity unable to perform ("Force Majeure Event") provided that such Party gives the other party written notice thereof promptly and uses its commercially reasonable efforts to cure any such breach.
14. DISCLAIMER OF WARRANTIES. THE ARM INFORMATION AND ANY THIRD PARTY PRODUCTS INCLUDED THEREIN, ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. TIVO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE ARM INFORMATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TIVO AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.
15. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TIVO OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUES, LOSS OR INADEQUACY OF ANY DATA, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND EVEN IF TIVO OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TIVO'S AND ITS SUPPLIERS' AGGREGATE LIABILITY TO CUSTOMER FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE CUMULATIVE PRODUCT LICENSE FEES PAID BY CUSTOMER TO TIVO FOR THE PRODUCT DIRECTLY CAUSING THE DAMAGES. IN NO EVENT SHALL A CUSTOMER RAISE ANY CLAIM UNDER THIS AGREEMENT MORE THAN TWO YEARS AFTER THE LATER OF (I) DISCOVERY OF THE CIRCUMSTANCES GIVING RISE TO SUCH CLAIM OR (II) THE EFFECTIVE DATE OF THE TERMINATION OF THIS AGREEMENT.
16. Notices. Notices to Customer and TiVo hereunder will be given by personal delivery, US mail, or overnight courier to Customer at its address on the Order Form and to TiVo at 2160 Gold Street, Alviso, CA 95002, Attn: General Counsel.
17. Miscellaneous. This Agreement contains the entire understanding of the parties with respect to the transactions and matters contemplated hereby, and supersedes all previous agreements among the parties concerning the

subject matter. The Agreement cannot be amended except by a writing signed by the party to be charged. The Agreement will be construed in accordance with the laws of the state of California. All claims arising out this Agreement will be brought in the federal or state courts in Santa Clara County, California. Neither party will assign the Agreement or any rights without the prior written consent of the other party. The invalidity or unenforceability of any provision set forth herein will in no way affect the validity or enforceability of any other provision. Sections 4, 5, 7, 9, 11-12, 14-15, and 17 will survive termination of this Agreement.