

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

August 26, 2016

Date of Report (Date of earliest event reported)

Rovi Corporation

(Exact name of registrant as specified in its charter)

Delaware 000-53413 26-1739297

(State or other jurisdiction of (Commission (I.R.S. employer
incorporation or organization) File No.) identification number)

Two Circle Star Way

San Carlos, California 94070

(Address of principal executive offices, including zip code)

(408) 562-8400

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Item 8.01 Other Events.

5.02(b) Departure of Officer

On August 26, 2016, the Company and John Burke agreed that Mr. Burke would no longer serve as the Company as its Chief Operating Officer effective September 6, 2016. Mr. Burke will continue to work in a strategic advisory capacity until the end of the year to provide a seamless transition and assist the Company in the initial stages of integration of the TiVo acquisition.

5.02(c) Appointment of Chief Operating Officer

On August 31, 2016, the Company announced the appointment of Pete Thompson as the Company's Executive Vice President and Chief Operating Officer, effective September 6, 2016.

Prior to joining the Company, Mr. Thompson, age 47, served as Vice President, Strategic Partnerships at Sonos Inc., a leader in whole-home wireless speaker systems, from October 2015 to September 2016. From September 2013 (when Ericsson Corporation acquired Microsoft's TV division) to September 2015, Mr. Thompson served as Senior Vice President of the TV Division at Ericsson. Prior to that, he served in various capacities at Microsoft Corporation from January 2006 through September 2013, including Corporate Vice President of the Microsoft TV division, General Manager of Xbox LIVE and General Manager of Microsoft Surface. Prior to Microsoft, Mr. Thompson held various roles at T-Mobile, Hewlett-Packard Company and Motorola. Mr. Thompson holds a B.A. in international economics from the University of California, Los Angeles and an MBA from Northwestern University's Kellogg Graduate School of Management. Mr. Thompson also serves as a member of the Board of Directors of Sigma Designs, a provider of intelligent system-on-chip solutions for connected smart TV platforms and Internet of Things (IoT) devices, including serving as the chairman of its compensation committee and member of its audit committee.

There are no family relationships between Mr. Thompson and any Company director, executive officer or nominee for any such position.

Mr. Thompson is not a party to any transaction with the Company other than as described in this Current Report on Form 8-K.

Mr. Thompson's compensatory arrangements for his service as the Company's Chief Operating Officer are set forth below in subpart (e).

5.02(e) Compensation of Chief Operating Officer

The Company entered into an offer letter agreement with Mr. Thompson dated August 17, 2016, a copy of which is attached to this report as Exhibit 10.1 and incorporated herein by reference. Under the terms of Mr. Thompson's employment with the Company, Mr. Thompson is employed on an "at will" basis, is entitled to an initial annual base salary of \$475,000, and is eligible to participate in the Senior Executive Company Incentive Plan (the "EIP") with a cash bonus target equal to 70% of his base salary. For 2016, Mr. Thompson will receive a pro-rated portion of the EIP at 100% of target (assuming full performance, but no over-performance, of targets, and for clarity not to include any discretionary bonuses).

The Company will also grant to Mr. Thompson, on October 1, 2016, equity awards in the following amounts subject to the below terms: Stock options of a total value of \$400,000 and Restricted Stock Units of a total value of \$1,600,000.

Stock Option Grants

The stock options will be granted on October 1, 2016, with an exercise price equal to the closing price of the Company's common stock on the date of grant. The options vest and become exercisable as to one-fourth (1/4th) of the total shares on the first anniversary of the date of grant, and an additional one-forty-eighth (1/48th) of the total shares each month thereafter through the fourth anniversary of the grant date, in each case provided that the grantee remains in employment with the Company through the applicable vesting date. The term of the option is seven years from the date of grant. The stock option grants will be made from the Company's 2008 Equity Incentive Plan.

Restricted Stock Units

The time-based restricted stock units will be granted on October 1, 2016. The number of shares underlying the restricted stock unit awards will be calculated using the closing price of the Company's common stock on the grant date. These time-based restricted stock units shall be subject to a four-year vesting schedule, with one-fourth (1/4th) of the restricted stock units vesting on the first anniversary of the grant date, and an additional one-fourth (1/4th) of the restricted stock units vesting on each of the second, third and fourth anniversaries of the grant date, in each case provided that the grantee remains in employment with the Company through the applicable vesting date. The time-based restricted stock units will be granted pursuant to the Company's 2008 Equity Incentive Plan.

In connection with his employment, Mr. Thompson has entered into an Executive Severance and Arbitration Agreement, a copy of which is attached to this report as Exhibit 10.2 and incorporated herein by reference. Under the terms of such agreement, in the event of a change in control of the Company, Mr. Thompson is entitled to receive minimum severance payments in the form of twelve months of salary continuation calculated on base salary (excluding bonus) upon termination of employment for any reason other than cause. In addition, upon such event all unvested stock awards held by Mr. Thompson shall become immediately vested. The only severance payments payable to Mr. Thompson are those that require (1) a "change in control" of the Company and (2) Mr. Thompson's termination of employment by the Company without cause or by Mr. Thompson with "good reason." Mr. Thompson is also entitled to receive all welfare benefits that the Company has provided to him immediately prior to a "change in control" during the period in which the Company is obligated to pay his severance payments, or if sooner, until Mr. Thompson is entitled to welfare benefits from any entity employing him after his employment with the Company terminates. Mr. Thompson's right to receive benefits under this agreement, including his right to exercise any options that have accelerated under this agreement, will cease if he accepts employment with one of the Company's competitors. In addition, Mr. Thompson agrees, for one year following his termination, not to solicit any Company employee to work for another business.

Mr. Thompson is not entitled to any payments from the Company in the event his employment by the Company terminates as a result of death or disability, or as the result of the voluntary or involuntary termination of his employment not in connection with a "change in control" of the Company.

Item 9.01 Financial Statements and Exhibits.

(d) The following exhibits are filed with this report on Form 8-K:

Exhibit Number	Description
10.1	Offer letter to Pete Thompson dated August 17, 2016.
10.2	Executive Severance and Arbitration Agreement with Pete Thompson.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Rovi Corporation
(Registrant)

Date: August 31, 2016

By: /s/ Pamela Sergeeff
Pamela Sergeeff
EVP & General Counsel

[ROVI CORPORATION LETTERHEAD]

August 17, 2016

Pete Thompson
103 Kennedy Court
Los Gatos, CA 95032

Dear Pete:

We are pleased to present this offer for the position of Chief Operating Officer, EVP ("*EVP*") at Rovi Corporation ("*Rovi*" or the "*Company*"), reporting to the Chief Executive Officer. Your start date as Chief Operating Officer, EVP will be September 6, 2016 ("*Start Date*").

Compensation and Benefits

Your compensation will include a base salary of \$475,000 per year, paid semi-monthly, and subject to standard payroll deductions and withholdings. For the 2016 fiscal year, you will be eligible to earn an annual incentive bonus based on your participation in Rovi's standard Senior Executive Company Incentive Plan (the "*EIP*") for calendar year 2016 on a pro rated basis. The EIP will provide you a payout at 100% achievement of targets equal to 70% of your base salary earned during 2016. Such bonus amount, and the EIP, will be reviewed annually by the Board (or a duly authorized committee thereof). You must be employed on the day that your bonus (if any) is paid in order to earn the bonus. Therefore, if your employment is terminated either by you without good reason or by Rovi with cause prior to the bonus being paid, you will not have earned the bonus and no partial or prorated bonus will be paid. Any earned bonuses shall be subject to standard payroll deductions and withholdings, and paid no later than March 15th of the year following the year in which your right to the bonus ceases to be subject to a substantial risk of forfeiture, so as to comply with Treasury Regulations Section 1.409A-1(b)(4).

Additionally, subject to Compensation Committee approval and you becoming COO on or before the Start Date, you will receive a grant of restricted stock units ("RSUs") and stock options ("the Option") equivalent to a grant value of \$2,000,000. The grant value will be issued as follows: 80% RSUs, 20% Stock Options. The amount of shares will be determined based upon the closing price of Rovi common stock on the grant date and such shares will start vesting on the grant date and will vest in accordance with the terms and conditions of your grant notice and agreement, which will be delivered under separate cover. The grant date shall be the later of (i) the first day of the month following your first day of employment or (ii) the first day of the month following official approval by the Compensation Committee of the Board of Directors or the Chief Executive Officer, as applicable. If the first day of the following month is a perpetual holiday (such as January 1), then the grant date will be the next trading day.

As a Rovi employee, you will continue to receive Company benefits pursuant to Company policy and subject to the terms and conditions of the governing plans.

Other Agreements/Policies

As a condition of your employment as EVP, you will continue to be bound by the following agreements following your commencement of employment as EVP:

- 1) Proprietary Information, Inventions and Ethics Agreement;
- 2) Procedures and Guidelines Governing Securities Trades by Company Personnel;
- 3) Code of Personal and Business Conduct and Ethics; and
- 4) Arbitration Policy.

At Will Employment

As Rovi's employment relationship with you is at-will, either Rovi or you may terminate the employment relationship at any time, with or without Cause (as defined herein), and with or without advance notice. Your employment at-will status can only be modified in a written agreement signed by you and the Chief Executive Officer.

Notwithstanding the foregoing, effective on your Start Date, Rovi will enter into an Executive Severance and Arbitration Agreement (the “*Executive Severance and Arbitration Agreement*”) with you in the form enclosed.

Additionally, as a condition of employment, all employees must sign the following agreements. Document 1, which is included with this letter and documents 2 - 4, which will be sent separately:

- 1) Proprietary Information, Inventions and Ethics Agreement;
- 2) Procedures and Guidelines Governing Securities Trades by Company Personnel;
- 3) Code of Personal and Business Conduct and Ethics; and
- 4) Arbitration Policy

Section 409A

It is intended that all of the payments payable under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Code Section 409A provided under Treasury Regulations 1.409A 1(b)(4), 1.409A 1(b)(5) and 1.409A 1(b)(9), and this Agreement will be construed to the greatest extent possible as consistent with those provisions.

Miscellaneous

Upon your commencement of employment as EVP, this Agreement and the other agreements referenced herein shall be the complete and exclusive statement of all of the terms and conditions of your employment with Rovi, and shall supersede and replace any and all prior agreements or representations with regard to the subject matter hereof, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified, amended or extended except in a writing signed by you and the Chief Executive Officer. This Agreement is intended to bind and inure to the benefit of and be enforceable by you and Rovi, and our respective successors, assigns, heirs, executors and administrators, except that you may not assign any of your duties or rights hereunder without the express written consent of Rovi. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained herein. This Agreement and the terms of your employment with Rovi shall be governed in all aspects by the laws of the State of California without regard or reference to the rules of conflicts of law that would require the application of the laws of any other jurisdiction.

As a matter of policy, we like to make it clear that if a prospective employee accepts our offer, he/she should not bring to Rovi from his or her previous employers any confidential or proprietary information, including but not limited to drawings, documents, customer lists, or similar material. Although this caution is in most cases unnecessary, we feel that it is important to emphasize that Rovi’s policy prohibits the transfer or use of such confidential material from other employers.

Please note that this offer is subject to the return of a positive background check (to which you consent by signing below). If the foregoing meets with your approval, please indicate by signing below and returning a copy of this letter to me. By signing below, you further agree to respect Rovi’s work rules and faithfully carry out the duties herein. Two (2) duplicates of this contract are to be created; both Rovi and you will retain a copy.

Sincerely,

/s/ Dustin Finer

Dustin Finer
Chief Administrative and Internal Operations Officer

Agreed & Accepted:	<u>/s/ Pete Thompson</u>	<u>8/18/2016</u>
	Pete Thompson	Date
Expected Start Date:	<u>9/6/2016</u>	

ROVI CORPORATION
EXECUTIVE SEVERANCE AND ARBITRATION AGREEMENT

THIS EXECUTIVE SEVERANCE AND ARBITRATION AGREEMENT (the "Agreement") is made and entered into as of September 6, 2016 by and between Rovi Corporation, a Delaware corporation (the "Company") and Pete Thompson ("Executive").

WHEREAS, the Board of Directors (the "Board") of the Company has recommended and authorized the Company to enter into a severance agreement in the form hereof with Executive; and

WHEREAS, the Board has determined that, in the event of a possible threatened or pending sale or other change in control of the Company, it is imperative that the Company and the Board be able to rely upon Executive to continue in Executive's position, and that the Company be able to receive and rely upon Executive's advice, if requested, as to the best interests of the Company and its stockholders without concern that Executive might be distracted by the personal uncertainties and risks created by any such possible transactions; and

WHEREAS, in connection with the foregoing, Executive may, in addition to Executive's regular duties, be called upon to assist in the assessment of any such possible transactions, advise management and the Board as to whether such proposals would be in the best interests of the Company and its stockholders, and to take such other actions as the Board might determine to be appropriate;

NOW, THEREFORE, to assure the Company that it will have the continued dedication of Executive and the availability of Executive's advice and counsel through the occurrence of any Change in Control (as defined in Section 1(b) below) of the Company, and to induce Executive to enter into and remain in the employ of the Company, and for other good and valuable consideration, the Company and Executive agree as follows:

1. Payment of Severance Benefit.

(a) In the event that a Change in Control (as hereinafter defined) occurs and, within the period beginning ninety (90) days before the date of the Change in Control and ending twelve (12) months thereafter, (a) Executive's employment is terminated by the Company or a Subsidiary (as hereinafter defined) without Cause (as hereinafter defined) or (b) Executive voluntarily terminates his/her employment with Company and its Subsidiaries with Good Reason (as hereinafter defined), then the Company shall pay to Executive severance pay under this Agreement. Transfer of Executive's employment from the Company to a Subsidiary (or to an entity of which the Company is a Subsidiary) or from a Subsidiary to the Company or to another Subsidiary (or to an entity of which the Company is a Subsidiary), by itself shall not be considered a termination of Executive's employment. Such severance pay shall be in the form of salary continuation of Executive's regular base pay in effect ninety (90) days before the time of the Change in Control or at the time of the termination of his employment, whichever is greater. The Company shall pay such severance pay during the twelve (12) month period immediately following the date on which Executive's employment with the Company terminates; provided, however, that, if Executive commences new employment within such twelve (12) month period, such severance pay shall cease on the later of (i) the date six (6) months after Executive's employment with the Company terminates or (ii) the date Executive commences new employment.

(b) "Change in Control" means any of the following events: (i) any "person" or "group" (as defined in or pursuant to Sections 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) other than the Company, a subsidiary of the Company or other company affiliated with the Company is or becomes the "beneficial owner" (as defined in Rule 13d-3 promulgated under the Exchange Act), directly or indirectly (including by holding securities which are exercisable for or convertible into shares of capital stock of the Company), of securities of the Company representing 50% or more of the voting power of the outstanding shares of capital stock of the Company entitled to vote generally in the election of directors, so long as, in the case of a Company subsidiary or other affiliated company becoming such a beneficial owner (a "Top Hat"), stockholders of the Company own at least fifty percent (50%) of the stock of the subsidiary or other affiliated company following the Top Hat; (ii) the Company sells or exchanges, through merger, assignment or otherwise, in one or more transactions, other than in the ordinary course of business, assets which provided at least seventy percent (70%) of the revenues or pre-tax net income of the Company and its Subsidiaries on a consolidated basis during the most recently completed fiscal year; or (iii) in transactions other than a Top Hat, Continuing Directors cease to constitute at least a majority of the Board, and in the case of a Top Hat, Continuing Directors do not comprise a majority of the Board of Directors of the entity that becomes the beneficial owner of the Company's securities immediately following the Top Hat. "Continuing Directors" are (A) each director serving on the Board on

the date of commencement of your employment, and (B) any successor to any such director whose nomination or selection was approved by a majority of the directors in office at the time of the director's nomination or selection. Notwithstanding the foregoing, the following events shall not constitute a Change in Control: any acquisition of beneficial ownership pursuant to (i) a reclassification, however effected, of the Company's authorized common stock, or (ii) a corporate reorganization involving the Company or a Subsidiary which does not result in a material change in the ultimate ownership by the stockholders of the Company (through their ownership of the Company or its successor resulting from the reorganization) of the assets of the Company and its Subsidiaries, but only if such reclassification or reorganization has been approved by the Board. Further notwithstanding anything to the contrary in this Agreement, in no event shall the Company's acquisition of TiVo Inc., pursuant to that certain Agreement and Plan of Merger dated as of April 28, 2016 among the Company, TiVo Inc. and three wholly-owned subsidiaries of the Company, as such agreement may be amended from time to time, constitute a Change of Control for any purpose or purposes of this Agreement.

(c) "Cause" means the occurrence of any one or more of the following: (i) conviction of any felony or any act of fraud, misappropriation or embezzlement which has an immediate and materially adverse effect on the Company or a Subsidiary; (ii) engaging in a fraudulent act to the material damage or prejudice of the Company or a Subsidiary or engaging in conduct or activities materially damaging to the property, business or reputation of the Company or a Subsidiary; (iii) failure to comply in any material respect with the terms of any applicable employment agreement or any written policies or directives of the Board which have an immediate and materially adverse effect on the Company or a Subsidiary and which has not been corrected within 30 days after written notice from the Company of such failure; (iv) any material act or omission involving malfeasance or negligence in the performance of employment duties which has an immediate and materially adverse effect on the Company or a Subsidiary and which has not been corrected within 30 days after written notice from the Company; or (v) material breach of any other agreement with the Company, which has an immediate and materially adverse effect on the Company or a Subsidiary and which has not been cured within 30 days after written notice from the Company of such breach.

(d) "Good Reason" means the occurrence of any of the following without the Executive's consent: (i) a material diminution in the Executive's authority, duties or responsibilities, or the assignment to the Executive of any duties or responsibilities that are inconsistent with the Executive's authority, duties or responsibilities; (ii) a material diminution in the Executive's base salary; or (iii) a relocation of the Executive's principal place of employment to a new work site requiring an increase in one-way commute from Executive's residence of more than thirty-five (35) miles. Within 90 days of the initial occurrence of any of the events listed in this section, Executive must provide written notice to the Company of the occurrence of the event, and the Company shall have 30 days following receipt of such notice during which it may remedy the condition. If Executive fails to give such notice within the 90 day period or the Company remedies the condition within the 30 day period, the occurrence of such event shall not constitute "Good Reason."

(e) "Subsidiary" means (i) any corporation, foreign or domestic, in which the Company directly or indirectly owns 50% or more of the issued and outstanding voting stock on an "as converted basis" or (ii) any partnership, foreign or domestic, in which the Company owns a direct or indirect interest equal to 50% or more of the outstanding equity interests.

(f) Notwithstanding the foregoing, if any payment hereunder, or any portion thereof, is considered "nonqualified deferred compensation" that is to be paid to Executive at a time that he is considered to be a "specified employee," in each case as defined and determined for purposes of Section 409A of the Internal Revenue Code of 1986 as amended ("Section 409A"), and is to be paid within six months following Executive's termination of employment, then to the extent that such payment is not otherwise exempt from the application of the 20% excise tax under Section 409A, such payment shall be delayed and paid on the first day of the seventh calendar month following the month in which Executive's termination of employment occurs.

2. Welfare Benefits.

(a) During the period that Company is obligated to pay Executive severance pay pursuant to Section 1(a) above, or, if sooner, until Executive is entitled to Welfare Benefits (as defined below) under any plan maintained by any entity employing Executive after Executive's employment with the Company terminates, Company shall provide to Executive (and his/her spouse and other qualified dependents) all Welfare Benefits that Company provided to Executive (and his/her spouse and qualified dependents) immediately prior to the Change in Control. For purposes of this Agreement, the term "Welfare Benefits" shall include, without limitation, all life, dental, health, accident and disability benefit plans, other similar welfare plans, and any equivalent successor policy, plan, program or arrangement that may now exist or be adopted hereafter by the Company or a Subsidiary. Notwithstanding the foregoing, with respect to any Welfare Benefits provided through an insurance policy, the Company's obligation to provide such Welfare Benefits following a Change in Control shall be limited by the terms of such policy; provided, however, that (i) the company shall make reasonable efforts to amend such policy to provide the continued coverage described in this Section 2(a) and (ii) if such policy is not amended to provide the continued benefits described in this Section 2(a), the Company shall pay Executive's cost of comparable replacement coverage.

(b) If prior to the Change in Control Executive was required to contribute towards the cost of a Welfare Benefit as a condition of receiving such Welfare Benefit, the Executive may be required to continue contributing towards the cost of such Welfare Benefit under the same terms and conditions as applied to the Executive immediately prior to the Change in Control in order to receive such Welfare Benefit.

3. Equity Compensation. The Company has granted Executive options to purchase Company common stock that are currently outstanding, but not yet exercisable in whole or in part. Additionally, the Company has granted Executive restricted shares of Company common stock that have not yet vested and become nonforfeitable. The Company may grant Executive additional stock options, restricted stock or other forms of equity compensation in the future. The currently outstanding stock options and restricted stock and any future equity compensation Company grants to Executive are hereinafter referred to as the "Stock Awards." Notwithstanding the provisions of any agreement(s) pursuant to which the Stock Awards are granted, in the event that a Change in Control occurs and, within the period beginning ninety (90) days before the date of the Change in Control and ending twelve (12) months thereafter, (a) Executive's employment is terminated by the Company or a Subsidiary without Cause or (b) Executive voluntarily terminates his employment with Company and its Subsidiaries with Good Reason, then on the last day of Executive's employment with the Company and its Subsidiaries, all of the Stock Awards held by Executive shall become fully vested and exercisable.

4. Other Employee Benefits. The benefits provided to Executive hereunder shall not be affected by or reduced because of any other benefits (including, but not limited to, salary, bonus, pension, stock option or stock purchase plan) to which Executive may be entitled by reason of his employment with the Company or any Subsidiary thereof or the termination of his employment with the Company, and no other such benefit by reason of such employment shall be so affected or reduced because of the benefits bestowed by this Agreement. Notwithstanding the foregoing, if Executive qualifies for severance pay under Section 1(a) of this Agreement, such severance pay will be in lieu of, and not in addition to, any severance to other termination payments to which Executive may be entitled under any employment agreement with, or other plan or arrangement of, the Company.

5. Withholding. All amounts payable by the Company hereunder shall be subject to all federal, state, local and other withholdings and employment taxes as required by applicable law.

6. Subsequent Employment with Competitor. Executive's right to receive benefits under this Agreement, including Executive's right to exercise any Stock Awards that have accelerated under this Agreement, shall cease immediately upon Executive's employment by any company that the Company reasonably determines to be a competitor of the Company and its Subsidiaries.

7. No Solicitation of Employees. Executive hereby agrees that for a period of one year following the termination of Executive's employment by or contractual relationship with the Company, for whatever reason, Executive will not directly or indirectly solicit, induce or influence any person who is engaged as an employee or otherwise by the Company or its Subsidiaries to seek employment with any other business, nor will Executive provide any information regarding employees of the Company or its Subsidiaries for the purpose of directly or indirectly soliciting, inducing or influencing an employee of the Company or its Subsidiaries to seek employment with any other business, including without limitation name, e-mail address, telephone or fax numbers, job titles or compensation information, to any third party without the prior written consent of the Company. Executive acknowledges that such information is proprietary to the Company and that providing such information for any unauthorized purpose, including without limitation the direct or indirect solicitation of such employees for employment, is strictly prohibited, and Executive further acknowledges that violation of this provision would result in damage to the Company for which Executive

may be held personally liable, and Executive agrees that should Executive violate this provision, the Company may obtain injunctive relief as well as actual, incidental, or punitive damages, if appropriate.

8 . Arbitration of Claims. The following arbitration provisions shall apply to any claim brought by Executive or the Company after the date of this Agreement even if the facts upon which the claim is based arose prior to the execution of this Agreement.

(a) Claims Covered by this Agreement. To the maximum extent permitted by law, the Company and Executive mutually consent to the resolution by arbitration of all claims or causes of action that the Company may have against Executive or that Executive may have against the Company or against its officers, directors, employees, or agents in the capacity as such or otherwise (collectively "claims"). The claims covered by this Agreement include, but are not limited to, claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination (including, but not limited to, race, sex, sexual harassment, or any type of unlawful harassment, religion, national origin, age, marital status, medical condition, disability or sexual orientation); claims for wrongful termination in violation of public policy; and claims for violation of any federal, state, or other governmental law, statute, regulation or ordinance, including, but not limited to, all claims arising under Title VII of the Civil Rights Act of 1969, as amended, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the California Fair Employment & Housing Act, the California Labor Code, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Fair Labor Standards Act or Employee Retirement Income Security Act.

(b) Claims Not Covered by the Agreement. Claims Executive may have for workers' compensation, unemployment compensation benefits or wage and hour claims within the jurisdiction of the California Labor Commissioner are not covered by this Agreement. Notwithstanding the fact that Executive is not required to arbitrate such claims, he/she may, if he/she so chooses, submit wage and hour claims to binding arbitration pursuant to this Agreement. Also not covered are claims by either party for injunctive and/or other equitable relief, as to which the parties understand and agree that either party may seek and obtain relief from a court of competent jurisdiction.

(c) Required Notice of All Claims. The Company and Executive agree that the aggrieved party must give written notice of any claim to the other party. Written notice to the Company, or its officers, employees or agents shall be sent to the Company's Chief Executive Officer. Executive will be given notice at the last address recorded in his/her personnel file or such other address as Executive may provide to the Company from time to time following the date of this Agreement by a writing specifying that it is the address for notice under this Agreement. The written notice shall identify and describe the nature of all claims asserted and detail the facts upon which such claims are based. The notice shall be sent to the other party by certified or registered mail, return receipt requested.

(d) Arbitration Procedures. The Company and Executive agree that, except as provided in this Agreement, any arbitration shall be in accordance with and under the auspices and rules of the American Arbitration Association (hereinafter the "Arbitration Service"). The arbitration shall take place in Santa Clara County, California, unless the parties mutually agree to conduct the arbitration in a different location. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree on a neutral arbitrator, Executive first, and then the Company, will alternately strike names from a list provided by the Arbitration Service until only one name remains. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable. The arbitrator shall apply the applicable statute of limitations to any claim, taking into account compliance with subparagraph paragraph 8(c) of this Agreement. The arbitrator shall issue a written opinion and award, which shall be signed and dated. The arbitrator shall be permitted to award those remedies that are available under applicable law. The arbitrator's decision regarding the claims shall be final and binding upon the parties. The arbitrator's award shall be enforceable in any court having jurisdiction thereof.

(e) Acknowledgment of Jury Trial Waiver. Executive understands that, by this Agreement, he/she is waiving his right to have a claim adjudicated by a court or jury. Any party may be represented by an attorney or other representative selected by the party.

(f) Arbitration Fees and Costs; Attorneys' Fees. Executive will be required to pay an arbitration fee to initiate the arbitration equal to what he/she would be charged as a first appearance fee in court. The Company shall advance the remaining fees and costs of the arbitrator. However, to the extent permissible under the law, and following the arbitrator's ruling on the matter, the arbitrator may rule that the arbitrator's fees and costs be distributed in an alternative manner. The arbitrator's award in any arbitration brought pursuant to the provisions of this Agreement shall provide for the prevailing party to recover from the other party the prevailing party's reasonable attorneys' fees relating to such action.

(g) Requirements for Modification or Revocation. This agreement to arbitrate shall survive the termination of Executive's employment with the Company. It can only be revoked or modified by a writing signed by the parties that specifically states an intent to revoke or modify this Agreement.

(h) Consideration. Executive understands that the provisions for severance pay as set forth herein and his continued employment with the Company are consideration for his/her acceptance of these arbitration provisions. In addition, the promises by the Company and by Executive to arbitrate claims, rather than litigate them before courts or other bodies, provide consideration for each other.

(i) Violation of this Agreement. Should any party to this Agreement hereafter institute any legal action or administrative proceeding against the other with respect to any claim required to be arbitrated under this Agreement or pursue any arbitral dispute by any method other than arbitration, the responding party shall recover from the initiating party all damages, costs, expenses and attorneys' fees incurred as a result of such action.

9. Entire Agreement; Effect of Prior Agreements. This is the complete agreement of the parties on the subjects set forth herein, including severance pay upon a Change in Control and arbitration of disputes. This Agreement supersedes any prior or contemporaneous oral or written understanding on such subjects. No party is relying on any representations, oral or written, on the subject of the effect, enforceability, or meaning of this Agreement, except as specifically set forth in this Agreement. In the event of a conflict between any of the terms of this Agreement and any of the terms of (i) any of the agreements related to the Stock Awards, or (ii) that certain accepted original offer of employment between Executive and the Company, the terms of this Agreement shall prevail. Without limiting the generality of the foregoing, the arbitration provisions of the arbitration policy accompanying the original offer of employment shall be superseded by the arbitration provisions set forth in this Agreement.

10. Amendment. This Agreement may not be amended without the prior written consent of both Executive and the Company.

11. No Right to Continued Employment. This Agreement does not constitute a contract of employment, does not change the status of the Executive's employment and does not change the Company's policies regarding termination of employment. Nothing in this Agreement shall be deemed to give Executive the right to be retained in the service of the Company or to deny the Company any right it may have to discharge or demote Executive at any time; provided, however, that any termination of employment of Executive, or any removal of Executive as an executive officer of the Company primarily in contemplation of a Change in Control shall not be effective to deny Executive the benefits of this Agreement, including without limitation Sections 1, 2 and 3 hereof. No provision of this Agreement shall in any way limit, restrict or prohibit Executive's right to terminate employment with the Company or leave his/her position as a senior executive.

12. Severability. If a court or other body of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, that provision will be adjusted rather than voided, if possible, so that it is enforceable to the maximum extent possible, or, if it is not possible to so adjust such provision, this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. The invalidity and unenforceability of any particular provision of this Agreement shall not affect any other provision hereof, and all other provisions of the Agreement shall be valid and enforceable to the fullest extent possible.

13. Successors.

(a) The Company will require any successor, whether direct or indirect, by purchase, merger, consolidation or otherwise, to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

(b) This Agreement shall inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard or reference to the rules of conflicts of law that would require the application of the laws of any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective as of the date set forth in the first paragraph hereof.

ROVI CORPORATION

EXECUTIVE

By: /s/ Thomas Carson

/s/ Pete Thompson

Name: Thomas Carson, CEO

Pete Thompson