
**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**

Date of Report (Date of earliest event reported) February 26, 2016

TIVO INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-27141
(Commission
File Number)

77-0463167
(IRS Employer
Identification No.)

2160 Gold Street,
San Jose, California
(Address of principal executive offices)

95002
(Zip Code)

Registrant's telephone number, including area code (408) 519-9100

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- 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.

Separation from Service of Jeff Klugman

Effective as of March 1, 2016, Jeff Klugman, Executive Vice President, General Manager Products and Revenue, will be separating from service with TiVo. TiVo and Mr. Klugman entered into a separation agreement, effective as of March 1, 2016, pursuant to which Mr. Klugman will receive the following compensation and benefits:

- A lump sum payment of \$468,180 and reimbursement for continued health benefit coverage from March 1, 2016 to February 28, 2017 (the "Transition Period");
- a payment equal to actual bonus achievement of his Fiscal Year 2016 Company bonus at the time TiVo pays such bonuses in its normal course of business; and
- continued vesting and exercisability of Mr. Klugman's time-based restricted stock awards through April 1, 2016 and accelerated vesting of Mr. Klugman's time-based restricted stock award that would otherwise vest in April 2017.

Mr. Klugman has agreed not to solicit TiVo employees for 12 months after his separation date and to release any claims he may have against the company. In addition, Mr. Klugman will not vest as to 115,000 performance shares that remain outstanding as of the date of his separation.

This summary of the terms of the separation agreement with Mr. Klugman is supplemented and qualified in all respects by reference to the full terms of the separation agreement, a copy of which is attached as Exhibit 10.1 and incorporated by reference.

At-Will Employment Agreements with Messrs. Phillips and Zinn

On March 1, 2016, TiVo entered into at-will employment agreements with each of Messrs. Phillips and Zinn. Pursuant to the agreements, in the event TiVo terminates either executive's employment other than for "cause," or such executive terminates his employment for "good reason" (each term as defined in the severance agreements) on or prior to March 1, 2017, such executive will receive the following compensation and benefits:

- a lump-sum payment equal to 1.25 times such executive's annual salary;
- fifteen months' continued benefits coverage; and
- acceleration of unvested time-based equity awards that would have vested by their terms through April 2017 (but for such executive's separation from service).

In the event of a change of control of the Company, Messrs. Phillips and Zinn would receive the better of benefits they would be otherwise eligible for under their existing Senior Vice President Change of Control Agreement or the at-will employment agreements described here. This summary of the terms of the at-will employment agreements with Messrs. Phillips and Zinn is supplemented and qualified in all respects by reference to the full terms of their respective at-will employment agreements, a form of which is attached as Exhibit 10.2 and incorporated by reference.

ITEM 9.01. Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Separation Agreement between TiVo Inc. and Jeff Klugman, Dated March 1, 2016.
10.2	Form of At-Will Employment Agreement (Senior Executive).

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.

TIVO INC.

Date: March 1, 2016

By: /s/ Naveen Chopra

Naveen Chopra
Interim Chief Executive Officer
(Principal Executive Officer)

EXHIBIT INDEX

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10.1	Separation Agreement between TiVo Inc. and Jeff Klugman, Dated March 1, 2016.
10.2	Form of At-Will Employment Agreement (Senior Executive).

SEPARATION AGREEMENT

This Separation Agreement (the “*Agreement*”) is made as of this 1st day of March, 2016 by and between Tivo, Inc., a Delaware corporation (“*Company*”), and Jeffrey Klugman, an individual (“*Executive*”). The terms “*Party*” or “*Parties*” shall be used to refer to the Company and/or Executive.

WHEREAS, Executive served as Executive Vice President, General Manager of Products and Revenue (“*EVP*”); and

WHEREAS, Executive’s employment as EVP terminated, effective as of the Separation Date (as defined below), and Executive shall assist in the transition of his duties as EVP during the Transition Period (as defined below).

NOW, THEREFORE, for and in consideration of the promises and the consideration more fully set forth herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Company and Executive mutually agree as follows:

1. Separation From Employment; Separation Date. The Company and Executive acknowledge and agree that, effective as of the Separation Date (as defined in this Section 1), Executive’s employment as EVP by the Company and/or any subsidiary or affiliate controlled by the Company (collectively, the “*Affiliates*”) shall terminate. Executive further acknowledges and agrees that he shall no longer be an employee, officer, or director of the Company or any of its Affiliates after the Separation Date or any such earlier date if Executive resigns or the Company terminates Executive’s employment before the Separation Date. The “*Separation Date*” shall be defined as March 1, 2016.
 2. Transition Period. Executive further acknowledges and agrees that, from the Separation Date until February 28, 2017 (the “*Transition Period*”), Executive shall be available, by phone, to the Company on an as-needed basis, for no more than five hours per month, to assist the Company with the transition of Executive’s duties, but otherwise will no longer provide services to the Company as an employee or officer of the Company or in any other capacity.
 3. Separation Payments and Benefits. Executive shall be paid his fully earned but unpaid base salary payment(s) due as of the Separation Date, if any, when due, at the rate in effect at the time of this Agreement, plus all other amounts to which Executive is entitled under any compensation plan or practice of the Company in effect at the time such payments are due (including, without limitation, all accrued and unused vacation, of which Executive has no accrued and unused vacation). Executive shall also be entitled to keep his current laptop computer, which is an Apple MacBook Air (13-inch, Early 2014) Serial Number: C02P25MUG5RP, originally provided to Executive by the Company for his use in connection with his performance of services to the Company as an Employee and officer of the Company, subject to the Company’s information technology department first certifying the removal of all proprietary and confidential information of the Company from such laptop, including the removal of any proprietary software programs licensed by the Company.
 - (a) Provided that Executive executes and does not timely revoke the release of claims attached hereto as Exhibit 1 (such release, the “*General Release*”) in accordance with Section 12 of this Agreement following the Separation Date and, provided, further, that Executive complies with Section 2 of this Agreement, then, subject to the Company’s standard payment procedures and schedules, except as
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otherwise noted below, Executive shall receive the following compensation and benefits (the “*Separation Benefits*”) during the Transition Period:

- (i) A lump sum one-time payment of one year of Executive’s base salary in effect as of the date of this Agreement, paid upon the business day immediately following the effective date of the General Release;
- (ii) Reimbursement of premiums for COBRA-eligible continued health and welfare coverage equivalent to such benefits in effect prior to the Separation Date (coverage for Executive’s existing medical, dental and vision insurance will continue only through March 31, 2016 and all other benefits will terminate as of the Separation Date);
- (iii) Continued vesting and/or exercisability of all time-based vesting stock awards, as listed on Schedule 1, outstanding on the date hereof in accordance with the Company’s regular vesting schedule through April 1, 2016;
- (iv) Continued exercisability of all vested stock option awards for 90 days after Separation Date, as listed on Schedule 1;
- (v) Accelerated vesting of Executive’s time-based vesting stock award as of April 1, 2016 that will vest in April 2017 as listed on Schedule 1 attached hereto; and
- (vi) 100% of Executive’s actual performance achievement, as determined by the Company’s Compensation Committee, for Executive’s fiscal year 2016 bonus, payable when bonuses for such fiscal year are paid to the Company’s executives generally.

For the avoidance of doubt, Executive shall not be entitled to: (A) any of the Separation Benefits provided for in this Section 3(a) if Executive resigns from his employment with the Company for any reason before the Separation Date, (B) any COBRA payments or benefits described in Section 3(a)(ii) of this Agreement in the event that Executive receives health and welfare coverage from another employer during the Transition Period, (C) any payments, benefits or accelerated vesting under Executive’s Change of Control Agreement, dated January 19, 2010 (the “*CIC Agreement*”) or (D) any portion of Executive’s fiscal year 2017 bonus.

4. Taxes. Any amounts to be paid to Executive pursuant to this Agreement shall be considered wages, and the Company will withhold and deduct all applicable federal, state and local taxes required by law.

5. Non-Disparagement. Executive agrees that he will not disparage the Company, its Affiliates or its or their current or former officers, directors, and employees in any way, including, but not limited to, any oral or written communication directed to any person or entity, including, but not limited to, competitors, customers, or clients of the Company. In addition, Executive will not make or solicit any comments, statements, or the like to the media or to others, or in any electronic forum, that may be considered derogatory or detrimental to the good name or business reputation of any of the aforementioned entities or individuals. During the Transition Period following the Separation Date, the Company agrees that it shall not, and it shall direct each director of the Company and executive officer of the Company not to, make any public statement that is intended to or could reasonably be expected to disparage Executive. Notwithstanding the foregoing, nothing in this Section shall prevent either Party from (i) responding publicly to any incorrect, disparaging or derogatory public statement to the extent reasonably necessary to correct or refute such public statement, (ii) making any truthful statement to the extent (x) necessary with respect to any litigation, arbitration or mediation involving this Agreement, including, but not limited to, the enforcement of this Agreement or (y) required by law or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with actual or apparent jurisdiction to order such Party to disclose or make accessible such information or (iii) making internal statements in the ordinary course of discharging such Party’s duties or responsibilities for the Company and its Affiliates.

Furthermore, nothing herein shall restrict the Company from issuing a Form 8-K or other public disclosure regarding this Agreement as the Company deems necessary and in compliance with its obligations as a publicly listed company on a U.S. stock exchange; *provided, however*, the Company shall use its commercially reasonable efforts to provide Executive with a copy of any Form 8-K the Company intends to file with the Securities and Exchange Commission regarding this Agreement the day before such Form 8-K is filed by the Company and the Company shall give reasonable consideration to any feedback Executive shall provide the Company with respect to the content of such Form 8-K.

6. Non-Solicitation of Employees. During the Transition Period, Executive shall not, directly or indirectly, on Executive's own behalf or on behalf of any business, group, entity, person, governmental unit or other party, disrupt, damage, impair or interfere with the Company's business by soliciting, encouraging, influencing, recruiting, attempting to recruit or raiding the employees of the Company or otherwise inducing termination of employment of any employee of the Company.

7. Reasonable Attorney's Fees. The Company shall reimburse Executive for reasonable attorney's fees incurred by Executive in connection with the negotiation of this Agreement, not to exceed \$5,000.

8. No Additional Obligations. The Company shall not be obligated to pay any other sums to Executive or to provide any other benefits to Executive after the date of this Agreement, except as otherwise specifically set forth in this Agreement.

9. Full Consideration. The Parties acknowledge that good and valuable consideration supports this Agreement.

10. Cooperation. Executive agrees that he shall continue to reasonably cooperate with the Company concerning reasonable requests for information about the business of the Company or any of its Affiliates or Executive's involvement and participation therein; the defense, prosecution, or investigation of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company or its Affiliates which relate to any existing or future patent litigation involving the Company and/or to events or occurrences that transpired while Executive was employed by any the Company; and in connection with any audit, investigation or review by any federal, state, or local regulatory, quasi-regulatory, or self-governing authority, or any internal investigation, relating to such events or occurrences. Executive's cooperation shall include, but not be limited to, being reasonably available to meet and speak with officers and employees of the Company and/or its counsel at reasonable times and locations, executing accurate and truthful documents including declarations, testifying in connection with any and all legal proceedings at the request of the Company and without the need for a subpoena, and taking such other actions as may reasonably be requested by the Company and/or its counsel to effectuate the foregoing. The Company will reimburse Executive for all reasonable and documented out-of-pocket expenses, including travel, hotel, and meal or similar expenses, incurred in accordance with policies applicable to senior executives of the Company in connection with providing his cooperation under this Section 10.

11. Section 409A of the Internal Revenue Code. Notwithstanding any provision to the contrary in this Agreement, no payment or distribution under this Agreement that constitutes an item of deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), and becomes payable by reason of Executive's Separation of employment with each Employer will be made to Executive unless Executive's Separation of employment constitutes a "separation from service" (as the term is defined in Treasury Regulations issued under Section 409A of the Code). For purposes of this Agreement, each amount to be paid or benefit to be provided shall be construed as a separate identified payment for purposes of Section 409A of the Code. It is intended that this Agreement shall comply with the provisions of Section 409A of the Code and the Treasury Regulations relating thereto so as not to subject Executive to the payment of additional taxes and interest under Section 409A of the Code. In furtherance of this intent, the Agreement shall be interpreted, operated, and administered, and payments hereunder reported, in a manner consistent with these intentions. To the extent that any reimbursable expenses hereunder are deemed to constitute compensation to Executive, such expenses shall be paid or

reimbursed promptly, but not later than by December 31 of the year following the year in which such expenses were incurred. The amount of such expenses eligible for reimbursement in one calendar year shall not affect the amount of expenses eligible for reimbursement in any other calendar year, and Executive's right to reimbursement of any such expenses shall not be subject to liquidation or exchange for any other benefit.

12. General Release and Waiver. As a condition to the effectiveness of this Agreement, Executive shall execute and return the General Release on or before April 15, 2016 at 5 p.m. PST, but in no event earlier than the Separation Date.

13. No Further Claims by Executive. Executive represents and covenants that he has not filed, initiated or caused to be filed or initiated, any claim, charge, suit, complaint, grievance, action or cause of action against the Company or any of the Company Releasees identified in Exhibit 1. The Parties acknowledge that this Agreement will not prevent Executive from filing a charge with the Equal Employment Opportunity Commission (or similar state agency) or participating in any investigation conducted by the Equal Employment Opportunity Commission (or similar state agency), *provided, however*, that Executive acknowledges and agrees that any claims by Executive, or brought on his behalf, for personal relief in connection with such a charge or investigation (such as reinstatement or monetary damages) would be and hereby are barred by the General Release.

14. No Assignment of Claims. Executive represents and warrants that he has made no assignment or other transfer, and covenants that he will make no assignment or other transfer, of any interest in any claim which he may have against any of the Parties released herein.

15. Remedies in Event of Breach. In the event of a breach by either Party of the terms of this Agreement, the other Party shall be entitled, if it shall so elect, to institute legal proceedings to obtain damages for any such breach, or to enforce the specific performance of the Agreement and to enjoin the breaching Party from any further violation of the Agreement and, subject to the first sentence of this Section 15, to exercise such remedies cumulatively or in conjunction with all other rights and remedies provided by law. Each Party acknowledges, however, that the remedies at law for any breach of the provisions of the Agreement may be inadequate and that the non-breaching Party shall therefore be entitled to injunctive relief in the event of breach.

16. No Admissions. Neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed as an admission of liability or wrongdoing on the part of Executive or the Company or any of the Company Releasees, nor shall be admissible as evidence in any proceeding other than for the enforcement of this Agreement.

17. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties to this Agreement, and each of them, including in the event of any Change of Control of the Company.

18. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of laws rules.

19. Severability. If any provision of this Agreement shall be held invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions shall not be affected thereby and shall remain in full force and effect. In the event that any covenant contained herein is not enforceable in accordance with its terms, Executive and the Company agree that such provision shall be reformed to make it enforceable in a manner that provides as nearly as possible the result intended by this Agreement.

20. Entire Agreement. This Agreement, the General Release, the CIC Agreement (as to those provisions that survive its termination) and the terms of equity awards previously granted to Executive contain the entire agreement between Parties, and shall be considered and understood to be a contractual commitment and not a mere recital. No covenants, agreements, representations, or warranties of any kind whatsoever, whether express or implied in law or fact, have been made by any Party to this Agreement, except as specifically set forth in this Agreement. This Agreement, the terms of equity awards previously granted to Executive and the General Release supersede any and all prior and contemporaneous

agreements, term sheets, negotiations and understandings, whether written or oral, pertaining to the subject matter hereof.

21. Modifications. No modification, amendment, or waiver of any of the provisions contained in this Agreement, or any future representations, promise, or condition in connection with the subject matter of this Agreement, shall be binding upon any Party to this Agreement unless made in writing and signed by such Party or by a duly authorized officer or agent of such Party. In the case of the Company, any such writing shall bind the Company only if approved by the Board.

22. Negotiated Agreement. The terms of this Agreement are contractual, not a mere recital, and are the result of negotiations between the Parties. This Agreement shall not be construed against the Party preparing the same. This Agreement shall be construed without regard to the identity of the person who drafted such and shall be construed as if the Parties had jointly prepared this Agreement. Any uncertainty or ambiguity shall not be interpreted against any one Party.

23. Section Headings. The use of headings in this Agreement is only for ease of reference and the headings have no effect and are not considered in interpreting or to be part of the terms of this Agreement.

24. Voluntary Agreement. EXECUTIVE ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE FOREGOING PROVISIONS AND THOSE SUCH PROVISIONS ARE REASONABLE AND ENFORCEABLE. EXECUTIVE FURTHER ACKNOWLEDGES THAT HE HAS SIGNED THIS AGREEMENT AS HIS OWN AND VOLUNTARY ACT, THAT HE ACKNOWLEDGES THAT THIS IS AN IMPORTANT AND BINDING LEGAL CONTRACT THAT HAS BEEN REVIEWED BY COUNSEL OF EXECUTIVE'S CHOICE, AND THAT THIS AGREEMENT HAS BEEN FREELY AND FAIRLY NEGOTIATED BY THE PARTIES HERETO.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts when taken together shall constitute but one instrument.

26. Notices. All notices, requests and other communications to any Party under this Agreement shall be in writing and sent by personal delivery or overnight courier to the address provided below:

(a) If to the Company:

TiVo Inc.
2160 Gold Street
P.O. Box 2160
Alviso, California 95002-2160
Attention: Secretary

With a copy to:

Joseph M. Yaffe
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, California 94301
Email: joseph.yaffe@skadden.com

(b) If to Executive:

Jeffrey Klugman, at the most recent address on file with the Company or such other address as may be provided by Executive in accordance with this Section 26.

Notices will be deemed given (a) when personally delivered, or (b) on the first business day after deposit when sent by a recognized international overnight document delivery service. Any party hereto may from time to time by notice in writing served as set forth above designate a different address or a different or additional person to which all such notices or communications thereafter are to be given.

27. Termination; Survivability. Executive may terminate this Agreement upon ten days' written notice to the Company. The Company may only terminate this Agreement with the prior written consent of the Executive or as a result of Executive's material breach of this Agreement. In the event this Agreement is terminated pursuant to this Section 27, the General Release and the following provisions of this Agreement shall survive: 4, 5, 6, 8 and 10-27.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereby execute this Agreement as of the first date set forth below.

JEFFREY KLUGMAN

DATED: March 1, 2016 /s/ Jeffrey Klugman

TIVO INC.

DATED: March 1, 2016 By: /s/ Michelle Alvarado
Name: Michelle Alvarado
Title: Vice President, Human Resources

[Signature Page to Separation Agreement]

EXHIBIT 1
GENERAL RELEASE OF CLAIMS

This General Release of Claims ("**Release**") is entered into as of this 1st day of March, 2016, between Jeffrey Klugman ("**Executive**"), and TiVo Inc., a Delaware corporation (the "**Company**") (collectively referred to herein as the "**Parties**").

WHEREAS, pursuant to the Separation Agreement dated March 1, 2016 (the "**Separation Agreement**"), Executive's employment as Executive Vice President, General Manager of Products and Revenue ("**EVP**") of the Company terminated, effective upon the Separation Date (defined herein); and

WHEREAS, Executive shall assist on an as-needed basis in the transition of his duties as EVP (in accordance with Section 2 of the Separation Agreement and this Release).

NOW, THEREFORE, in consideration of, and subject to, the payments and benefits to be made available to Executive, the adequacy of which is hereby acknowledged by Executive, and which Executive acknowledges that he would not otherwise be entitled to receive, Executive and the Company hereby agree as follows:

1. Separation From Employment; Separation Date. As set forth in the Separation Agreement, Executive's employment as EVP shall terminate upon the "***Separation Date***," which is defined as March 1, 2016.
2. Transition Period. As set forth in the Separation Agreement, from the Separation Date until the one-year anniversary following the Separation Date (the "***Transition Period***"), Executive shall be available, by phone, to the Company on an as-needed basis, for no more than five hours per month, to assist the Company with the transition of Executive's duties, but otherwise will no longer provide services to the Company as an employee, officer, or director of the Company or any of its Affiliates in any other capacity.
3. Separation Payments and Benefits. If Executive does not execute this Release on or before April 15, 2016 at 5 p.m. PST, but in no event before the Separation Date, or revokes this Release before it becomes irrevocable, the Separation Agreement will be terminated and rendered null and void. For the avoidance of doubt, Executive shall not be entitled to: (A) any of the Separation Benefits provided for in Section 3(a) of the Separation Agreement if Executive resigns from his employment with the Company for any reason before the Separation Date, (B) any COBRA payments or benefits described in Section 3(a)(ii) of the Separation Agreement in the event that Executive receives health and welfare coverage from another employer during the Transition Period, (C) any payments, benefits or accelerated vesting under Executive's Change of Control Agreement, dated January 19, 2010 (the "***CIC Agreement***") or (D) any portion of Executive's fiscal year 2017 bonus.
4. General Release of Claims by Executive.

(a) In consideration of the Company's covenants in the Separation Agreement, and contingent upon the Company making the payments and providing the benefits set forth in Section 3(a) of the Separation Agreement, Executive, on behalf of himself and his executors, heirs, administrators, representatives and assigns, hereby agrees to release and forever discharge the Company and all predecessors, successors and their respective parent corporations, affiliates, related, and/or subsidiary entities, and all of their past and present investors, directors, shareholders, officers, general or limited partners, employees, attorneys, agents and representatives, and the employee benefit plans in which Executive is or has been a participant by virtue of his employment with the Company (collectively, the "***Company Releasees***"), from any and all claims, debts, demands, accounts, judgments, rights, causes of action, equitable relief, damages, costs, charges, complaints, obligations, promises, agreements, controversies, suits, expenses, compensation, responsibility and liability of every kind and character whatsoever (including attorneys' fees and costs), whether in law or equity, known or unknown, asserted or unasserted, suspected or unsuspected (collectively, "***Claims***"), which Executive has or may have had against such entities based on any events or circumstances arising or occurring on or prior to the date hereof or on or prior to the Separation Date, arising directly or indirectly out of, relating to, or in any other way involving in any manner whatsoever Executive's employment by or service to the Company or the termination thereof, including any and all claims arising under federal, state, or local laws relating to employment, including without limitation claims of wrongful discharge, breach of express or implied contract, fraud, misrepresentation, defamation, or liability in tort, and claims of any kind that may be brought in any court or administrative agency including, without limitation, claims under the Worker

Adjustment and Retraining Notification Act of 1989, 29 U.S.C. § 2101 et seq., Title VII of the Civil Rights Act of 1964, as amended, 42 USC Section 2000, et seq.; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 et seq.; the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq.; the Civil Rights Act of 1866, and the Civil Rights Act of 1991; 42 USC Section 1981, et seq.; the Age Discrimination in Employment Act, as amended, 29 USC Section 621, et seq.; the Equal Pay Act, as amended, 29 USC Section 206(d); regulations of the Office of Federal Contract Compliance, 41 CFR Section 60, et seq.; the Family and Medical Leave Act, as amended, 29 U.S.C. § 2601 et seq.; the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 et seq.; The Executive Retirement Income Security Act, as amended, 29 U.S.C. § 1001 et seq.; the California Worker Adjustment and Retraining Notification Act, California Labor Code Section 1400, et seq. and the California Fair Employment and Housing Act, California Government Code Section 12940, et seq.

Notwithstanding the generality of the foregoing, Executive does not release the following claims:

- (i) Claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law;
- (ii) Claims for worker's compensation insurance benefits under the terms of any worker's compensation insurance policy or fund of the Company;
- (iii) Claims to continued participation in the Company's group medical, dental, vision, and life insurance benefit plans pursuant to the terms and conditions of the federal law known as COBRA;
- (iv) Claims for indemnity under the bylaws of the Company, as provided for by Delaware law or under any applicable insurance policy with respect to Executive's liability as an employee or officer of the Company or that certain Indemnification Agreement dated May 25, 2007 between Executive and the Company; and
- (v) Claims based on any right Executive may have to enforce the Company's executory obligations under the Separation Agreement or agreements related to stock awards granted to Executive by the Company.

(a) EXECUTIVE ACKNOWLEDGES THAT HE HAS BEEN ADVISED OF AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BEING AWARE OF SAID CODE SECTION, EXECUTIVE HEREBY EXPRESSLY WAIVES ANY RIGHTS HE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

(b) Older Worker's Benefit Protection Act. Executive agrees and expressly acknowledges that this Release includes a waiver and release of all claims which he has or may have under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, et seq. (“*ADEA*”). The following terms and conditions apply to and are part of the waiver and release of the ADEA claims under this Release:

(i) This paragraph and this Release are written in a manner calculated to be understood by him. Executive has carefully read and fully understands all of the provisions of this Release and the information set forth in Appendix A. Executive is entering into this Release knowingly, freely and voluntarily in exchange for good and valuable consideration.

(ii) The waiver and release of claims under the ADEA contained in this Release does not cover rights or claims that may arise after the date on which he signs this Release.

(iii) This Release provides for consideration in addition to anything of value to which he is already entitled.

(iv) Executive has been advised to consult an attorney before signing this Release.

(v) Executive has been granted forty-five (45) days after he was presented with this Release to consider whether or not to sign this Release. If he executes this Release prior to the expiration of such period, he does so voluntarily and after having had the opportunity to consult with an attorney, and hereby waives the remainder of the consideration period.

(vi) Executive has the right to revoke this Release within seven (7) days of signing this Release. In the event he does so, both this Release and the offer of benefits to him pursuant to the Separation Agreement will be null and void in their entirety, and he will not receive any severance payments or benefits under the Separation Agreement.

If he wishes to revoke this Release, Executive shall deliver written notice stating his intent to revoke this Release to the Chairman of the Compensation Committee of the Board, at the offices of the Company on or before 5:00 p.m. PST on the seventh (7th) day after the date on which he signs this Release.

5. No Assignment. Executive represents and warrants to the Company Releasees that there has been no assignment or other transfer of any interest in any Claim that Executive may have against the Company Releasees, or any of them. Executive agrees to indemnify and hold harmless the Company Releasees from any liability, claims, demands, damages, costs, expenses and attorneys' fees incurred as a result of any such assignment or transfer from Executive; *provided, however*, that this sentence shall not apply with respect to a claim challenging the validity of this general release with respect to a claim under ADEA.

6. Confidential Information; Return of Company Property. Executive certifies that he shall comply with Section 7(i) of the CIC Agreement.

7. Paragraph Headings. The headings of the several paragraphs in this Release are inserted solely for the convenience of the Parties and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

8. Notices. All notices, requests and other communications hereunder shall be in writing and shall be delivered by courier or other means of personal service (including by means of a nationally recognized courier service or professional messenger service), or sent by telex or telecopy or mailed first class, postage prepaid, by certified mail, return receipt requested, in all cases, addressed to:

If to the Company or the Board:

TiVo Inc.

2160 Gold Street

P.O. Box 2160

Alviso, California 95002-2160

Attention: Secretary

If to Executive:

Jeffrey Klugman, at the most recent address on file with the Company or such other address as may be provided by Executive in accordance with this Section 8.

All notices, requests and other communications shall be deemed given on the date of actual receipt or delivery as evidenced by written receipt, acknowledgement or other evidence of actual receipt or delivery to the address. In case of service by telecopy, a copy of such notice shall be personally delivered or sent by registered or certified mail, in the manner set forth above, within three business days thereafter. Any party hereto may from time to time by notice in writing served as set forth above designate a different address or a different or additional person to which all such notices or communications thereafter are to be given.

9. Severability. The invalidity or unenforceability of any provision of this Release shall not affect the validity or enforceability of any other provision of this Release, which shall remain in full force and effect.

10. Governing Law and Venue. This Release is to be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed wholly within such State, and without regard to the conflicts of laws principles thereof. Any suit brought hereon shall be brought in the state or federal courts sitting in San Jose, California, the Parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

11. Counterparts. This Release may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

12. Construction. The language in all parts of this Release shall in all cases be construed simply, according to its fair meaning, and not strictly for or against any of the Parties hereto. Without limitation, there shall be no presumption against any party on the ground that such party was responsible for drafting this Release or any part thereof.

13. Entire Agreement. This Release, the Separation Agreement, the CIC Agreement (as to those provisions that survive its termination) and the terms of equity awards previously granted to Executive set forth the entire agreement of the Parties in respect of the subject matter contained herein and therein and supersede all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto, and any prior agreement of the Parties in respect of the subject matter contained herein.

14. Amendment. No provision of this Release may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Executive and such officer of the Company as may be specifically designated by the Board.

3. Such employees who elect severance benefits in consideration for signing a release have 45 calendar days to consider the terms of the release. Once an employee signs the release, such employee has seven calendar days to revoke his or her consent to the release.
4. The following is a listing of the ages and job titles of the above referenced decisional unit, indicating which employees were and were not selected for termination of employment from the Company and the offer of consideration for signing a release.

<u>Selected</u>	<u>Age</u>	<u>Job Title</u>	<u>Eligible for Separation Benefits</u>

Schedule 1

At-Will Employment Agreement

This At-Will Employment Agreement (this "Agreement") is hereby entered into by and between TiVo Inc. (the "Corporation") and _____ (the "Executive" or "you"), effective as of March [1], 2016 (the "Effective Date").

You shall receive the severance benefits set forth in this Agreement in the event that your employment with the Corporation is terminated under the circumstances described below prior to March 1, 2017 (the "Expiration Date"). Notwithstanding anything to the contrary stated herein, no benefits under this Agreement shall be paid to the extent such benefits are duplicative of any other agreement between you and the Corporation, or any other plan, policy or program the Corporation maintains for your benefit, as determined by the Board of Directors of the Corporation (the "Board") in its sole discretion. Without limiting the foregoing and for the avoidance of doubt, in the event your employment with the Corporation is terminated and such termination of employment constitutes a "Payment Termination" as defined in that certain Change of Control Terms and Conditions agreement between you and the Corporation, dated as of _____, 201[] (the "CIC Agreement"), then you shall be entitled to payments and benefits in accordance with your CIC Agreement, and shall not be entitled to any benefits under this Agreement.

1. Term of Agreement. This Agreement shall commence on the Effective Date and shall continue in effect until the later of the Expiration Date or the date all payments or benefits required to be made or provided hereunder have been made or provided in their entirety.

2. Termination.

(i) General. You shall be entitled to the benefits provided in Section 3(ii) if your employment is terminated prior to the Expiration Date (a) by the Corporation other than for Cause or Disability (each as defined below), or (b) by you for Good Reason (as defined below), provided that the termination of your employment constitutes a "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated thereunder, including Treasury Regulation Section 1.409A-1(h) (a "Separation from Service"); a termination of your employment under the circumstances described in this sentence is sometimes hereinafter referred to as a "Payment Termination".

(ii) Death or Disability. Your employment with the Corporation shall terminate automatically upon your death. The Corporation may terminate your employment for Disability, but only if that Disability continues through the Date of Termination (as hereinafter defined). For purposes of this Agreement, "Disability" shall mean your absence from the full-time performance of your duties with the Corporation for six (6) consecutive months by reason of your physical or mental illness.

(iii) Cause. The Corporation may terminate your employment for Cause. For purposes of this Agreement, "Cause" shall mean (a) your willful and continued failure to substantially perform your duties with the Corporation (other than any such failure resulting from your incapacity due to physical or mental illness or any such actual or anticipated failure after your issuance of a Notice of Termination (as defined below) for Good Reason), after a written demand for substantial performance is delivered to you by the Board, which demand specifically identifies the manner in which the Board believes that you have not substantially performed your duties, (b) your willful and continued failure to substantially follow and comply with the specific and lawful directives of the Board, as reasonably determined by the Board (other than any such failure resulting from your incapacity due to physical or mental illness or any such actual or anticipated failure after your issuance of a Notice of Termination for Good Reason), after a written demand for substantial performance is delivered to you by the Board, which demand specifically identifies the manner in which the Board believes that you have not substantially performed your duties, (c) your willful commission of an act of fraud or dishonesty resulting in material economic or financial injury to the Corporation, or (d) your conviction of, or entry by you of a guilty or no contest plea to, the commission of a felony involving moral turpitude. For purposes of this Section 2(iii), no act, or failure to act, on your part shall be deemed "willful" unless done, or omitted to be done, by you not in good faith.

(iv) Good Reason. You may terminate your employment with the Corporation for Good Reason. For purposes of this Agreement, "Good Reason" shall mean the occurrence of any one or more of the following events without your prior written consent, unless the Corporation fully corrects the circumstances constituting Good Reason (provided such circumstances are capable of correction) prior to the Date of Termination:

- (a) A material reduction in the nature or scope of your responsibilities, or the assignment to you of duties that are materially inconsistent with your position;
- (b) the Corporation's reduction of your annual base salary or bonus opportunity, each as in effect on the date hereof or as the same may be increased from time to time;
- (c) the relocation of the Corporation's offices at which you are principally employed such that your one-way daily commute from your principal residence to the Corporation's offices at which you are principally employed is increased by more than fifty (50) miles;
- (d) the Corporation's failure to pay to you any portion of your then current compensation or any portion of an installment of deferred compensation under any deferred compensation program of the Corporation, in each case within seven (7) days of the date such compensation is due;
- (e) the Corporation's failure to continue in effect compensation and benefit plans which provide you with benefits which are no less favorable on an aggregate basis, both in terms of the amount of benefits provided and the level of your participation relative to other participants, to the benefits provided to you under the Corporation's compensation and benefit plans and practices;
- (f) the Corporation's failure to obtain a satisfactory agreement from any successor to assume and agree to perform this Agreement, as contemplated in Section 4 hereof; or
- (g) any purported termination of your employment that is not effected pursuant to a Notice of Termination satisfying the requirements of Section 2(v) hereof (and, if applicable, the requirements of Section 2(iii) hereof), which purported termination shall not be effective for purposes of this Agreement.

Your right to terminate your employment pursuant to this Section 2(iv) shall not be affected by your incapacity due to physical or mental illness. Your continued employment shall not constitute consent to, or a waiver of rights with respect to, any circumstance constituting Good Reason hereunder.

(v) Notice of Termination. Any purported termination of your employment by the Corporation or by you (other than termination due to your death, which shall terminate your employment automatically) shall be communicated by a written Notice of Termination to the other party hereto in accordance with Section 5. For purposes of this Agreement, "Notice of Termination" shall mean a notice that shall indicate the specific termination provision in this Agreement (if any) relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated.

(vi) Date of Termination. For purposes of this Agreement, "Date of Termination" shall mean (a) if your employment is terminated due to your death, the date of your death; (b) if your employment is terminated for Disability, thirty (30) days after Notice of Termination is given (provided that you shall not have returned to the full time performance of your duties during such thirty (30) day period), and (c) if your employment is terminated for any reason other than death or Disability, the date specified in the Notice of Termination (which, in the case of a termination by the Corporation without Cause shall not be less than thirty (30) days from the date such Notice of Termination is given, and in the case of a termination by you for Good Reason shall not be less than fifteen (15) nor more than thirty (30) days from the date such Notice of Termination is given).

3. Compensation Upon Termination.

(i) If your employment with the Corporation is terminated by reason of your death, by the Corporation for Cause or Disability, or by you other than for Good Reason, the Corporation shall pay you your full base salary, when due, through the Date of Termination at the rate in effect at the time Notice of Termination is given, plus all other amounts to which you are entitled under any compensation plan or practice of the Corporation at the time such payments are due, and the Corporation shall have no further obligations to you under this Agreement.

(ii) If you incur a Payment Termination, then, subject to Section 3(v), in lieu of any severance benefits to which you may otherwise be entitled under any severance plan or program of the Corporation or by law, you shall be entitled to the benefits provided below:

(a) the Corporation shall pay to you your full base salary, when due, through the Date of Termination at the rate in effect at the time Notice of Termination is given, plus all other amounts to which you are entitled under any compensation plan or practice of the Corporation at the time such payments are due;

(b) the Corporation shall, at the time specified in Section 3(iii), pay as severance pay to you a lump-sum severance payment equal to one hundred twenty-five percent (125%) of your annual base salary as in effect immediately prior to delivery of the Notice of Termination;

(c) with regard to options to purchase the Corporation's capital stock and restricted shares or other equity awards with regard to the Corporation's capital stock, in each case the vesting of which is contingent solely upon your continued service with the Corporation, you shall immediately become vested (and any restrictions applicable thereto shall lapse) with respect to one hundred percent (100%) of the unvested portion of such equity awards that would have become vested by their terms as of April 29, 2017 but for your Separation from Service; provided, however, that no equity awards contingent upon the attainment of one or more performance goals shall become vested by operation of this Section 3(ii)(c); and

(d) for the period beginning on the date of your Payment Termination and ending on the earlier of (i) fifteen (15) months from the date of your Payment Termination or (ii) the first day of your eligibility to participate in a comparable group health plan maintained by a subsequent employer, the Corporation shall pay for and provide you and your dependents with the same medical benefits coverage to which you would have been entitled had you remained continuously employed by the Corporation during such period. In the event that you are ineligible under the terms of the Corporation's benefit plans to continue to be so covered, the Corporation shall provide you with substantially equivalent coverage through other sources. At the termination of the benefits coverage under the first sentence of this Section 3(ii)(d), you and your dependents shall be entitled to continuation coverage pursuant to Section 4980B of the Code, Sections 601-608 of the Employee Retirement Income Security Act of 1974, as amended, and under any other applicable law, to the extent required by (or applicable pursuant to) such laws, as if you had terminated employment with the Corporation on the date such benefits coverage terminates.

(iii) The payment provided for in Section 3(ii)(b) shall be made on the sixtieth (60th) day following the date of your Payment Termination.

(iv) You shall not be required to mitigate the amount of any payment provided for in this Section 3 by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for in this Section 3 be reduced by any compensation earned by you as the result of employment by another employer or self-employment, by retirement benefits, by offset against any amounts (other than loans or advances to you by the Corporation) claimed to be owed by you to the Corporation, or otherwise.

(v) As a condition to your receipt of any benefits described in Section 3(ii) hereof (other than the benefits described in Section 3(ii)(a)), you shall be required to execute a release of all claims arising out of your employment or the termination thereof, in a form reasonably acceptable to the Corporation (the "Release"), no later than fifty (50) days following the date of your Payment Termination and you must not revoke the Release during any period permitted under applicable law. Such Release shall specifically relate to all of your rights and claims in existence at the time of such execution but shall exclude any continuing obligations the Corporation may have to you following the date of termination under this Agreement or any other agreement providing for obligations to survive your termination of employment.

4. Successors; Binding Agreement.

(i) The Corporation shall 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 Corporation to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Corporation would be required to perform it if no such succession had taken place. Unless expressly provided otherwise, "Corporation" as used herein shall mean the Corporation as defined in this Agreement and any successor to its business and/or assets as aforesaid.

(ii) This Agreement shall inure to the benefit of and be enforceable by you and your personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If you should die while any amount would still be payable to you hereunder had you continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to your devisee, legatee or other designee or, if there is no such designee, to your estate.

5. Notice. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the first page of this Agreement, provided that all notices to the Corporation shall be directed to the attention of its Secretary, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

6. Confidentiality and Non-Solicitation Covenants.

(i) Confidentiality. You hereby agree that during the term of this Agreement and thereafter, you shall not, directly or indirectly, disclose or make available to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, any Confidential Information (as defined below). You further agree that, upon termination of your employment with the Corporation, all Confidential Information in your possession that is in written or other tangible form (together with all copies or duplicates thereof, including computer files) shall be returned to the Corporation and shall not be retained by you or furnished to any third party, in any form except as provided herein; *provided, however*, that you shall not be obligated to treat as confidential, or return to the Corporation copies of any Confidential Information that (a) was publicly known at the time of disclosure to you, (b) becomes publicly known or available thereafter other than by any means in violation of this Agreement or any other duty owed to the Corporation by any person or entity, or (c) is lawfully disclosed to you by a third party. As used in this Agreement, the term "Confidential Information" means: information disclosed to you or known by you as a consequence of or through your relationship with the Corporation about the customers, employees, business methods, public relations methods, organization, procedures or finances, including, without limitation, information of or relating to customer lists, product lists, product road maps, technology specifications or other information related to the products and services of the Corporation and its affiliates. Nothing herein shall limit in any way any obligation you may have relating to Confidential Information under any other agreement with or promise to the Corporation.

(ii) Non-Solicitation. You hereby agree that, for the one (1) year period immediately following the Date of Termination, you shall not, either on your own account or jointly with or as a manager, agent, officer, employee, consultant, partner, joint venturer, owner or shareholder or otherwise on behalf of any other person, firm or corporation, directly or indirectly solicit or attempt to solicit away from the Corporation any of its officers or employees or offer employment to any person who, on or during the six (6) months immediately preceding the date of such solicitation or offer, is or was an officer or employee of the Corporation; *provided, however*, that a general advertisement to which an employee of the Corporation responds shall in no event be deemed to result in a breach of this Section 6(ii).

(iii) Survival; Reformation. The provisions of this Section 6 shall survive the termination or expiration of this Agreement and your employment with the Corporation and shall be fully enforceable thereafter. If it shall be finally determined that any restriction in this Section 6 is excessive in duration or scope or is unreasonable or unenforceable under the laws of any state or jurisdiction, it is the intention of the parties that such restriction may be modified or amended to render it enforceable to the maximum extent permitted by the law of that state or jurisdiction.

(iv) Equitable Relief. In the event that you shall breach or threaten to breach any of the provisions of this Section 6, in addition to and without limiting or waiving any other remedies available to the Corporation in law or in equity, the Corporation shall be entitled to immediate injunctive relief in any court, domestic or foreign, having the capacity to grant such relief, to restrain such breach or threatened breach and to enforce the provisions of this Section 6. You acknowledge that it is impossible to measure in money the damages that the Corporation will sustain in the event that you breach or threaten to breach the provisions of this Section 6 and, in the event that the Corporation shall institute any action or proceeding to enforce such provisions seeking injunctive relief, you hereby waive and agree not to assert and shall not use as a defense thereto the claim or defense that the Corporation has an adequate remedy at law. The foregoing shall not prejudice the right of the Corporation to require you to account for and pay over to the Corporation the amount of any actual damages incurred by the Corporation as a result of such breach.

7. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by you and such officer as may be specifically designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed

a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California without regard to its conflicts of law principles. All references to sections of the Exchange Act or the Code shall be deemed also to refer to any successor provisions to such sections. Any payments provided for hereunder shall be paid net of any applicable withholding required under federal, state or local law. The obligations of the Corporation under Section 3 shall survive the expiration of the term of this Agreement. The section headings contained in this Agreement are for convenience only, and shall not affect the interpretation of this Agreement.

8. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

10. Arbitration; Dispute Resolution, Etc.

(i) Arbitration Procedure. Except as set forth in Section 6(iv), any disagreement, dispute, controversy or claim arising out of or relating to this Agreement or the interpretation of this Agreement or any arrangements relating to this Agreement or contemplated in this Agreement or the breach, termination or invalidity thereof shall be settled by final and binding arbitration administered by JAMS/Endispute in San Jose, California in accordance with the then existing JAMS/Endispute Arbitration Rules and Procedures for Employment Disputes. In the event of such an arbitration proceeding, you and the Corporation shall select a mutually acceptable neutral arbitrator from among the JAMS/Endispute panel of arbitrators. In the event you and the Corporation cannot agree on an arbitrator, the Administrator of JAMS/Endispute will appoint an arbitrator. Neither you nor the Corporation nor the arbitrator shall disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. Except as provided herein, the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state of California, or federal law, or both, as applicable, and the arbitrator is without jurisdiction to apply any different substantive law. The arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure. The arbitrator shall render an award and a written, reasoned opinion in support thereof. Judgment upon the award may be entered in any court having jurisdiction thereof.

(ii) Compensation During Dispute, Etc. Your compensation during any disagreement, dispute, controversy, claim, suit, action or proceeding (collectively, a "Dispute") arising out of or relating to this Agreement or the interpretation of this Agreement shall be as follows:

If there is a termination of your employment with the Corporation followed by a Dispute as to whether you are entitled to the payments and other benefits provided under this Agreement, then, during the period of that Dispute the Corporation shall pay you fifty percent (50%) of the amounts specified in Section 3(ii)(b) hereof, and the Corporation shall provide you with the other benefits provided in Section 3(ii) of this Agreement, if, but only if, you agree in writing that if the Dispute is resolved against you, you shall promptly refund to the Corporation all payments you receive under Section 3(ii)(b) of this Agreement plus interest at the rate provided in Section 1274(d) of the Code, compounded quarterly. If the Dispute is resolved in your favor, promptly after resolution of the Dispute the Corporation shall pay you all amounts which were withheld during the period of the Dispute plus interest at the rate provided in Section 1274(d) of the Code, compounded quarterly.

(iii) Expenses, Legal Fees. The Corporation shall pay, or reimburse you for, all administrative fees and costs, and all arbitrator's fees and expenses incurred by you in connection with any Dispute arising out of or related to this Agreement. Any reimbursements payable to you pursuant to this Section 10(iii) shall be paid to you no later than December 31 of the year following the year in which the cost was incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, and your right to reimbursement under this Section 10(iii) will not be subject to liquidation or exchange for another benefit.

11. Section 409A. Notwithstanding any provision to the contrary in this Agreement, if you are deemed by the Corporation at the time of your Separation from Service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, to the extent delayed commencement of any portion of the benefits to which

you are entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of your benefits shall not be provided to you prior to the earlier of (a) the expiration of the six-month period measured from the date of your Separation from Service with the Corporation or (b) the date of your death. Upon the first business day following the expiration of the applicable Code Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this Section 11 shall be paid in a lump sum to you, and any remaining payments due under the Agreement shall be paid as otherwise provided herein.

12. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto, and any prior agreement of the parties hereto in respect of the subject matter contained herein, including, without limitation, any prior severance agreements, is hereby terminated and cancelled. Any of your rights hereunder shall be in addition to any rights you may otherwise have under benefit plans or agreements of the Corporation (other than severance plans or agreements) to which you are a party or in which you are a participant, including, but not limited to, any Corporation sponsored employee benefit plans and stock options plans. For the avoidance of doubt, this Agreement will supersede any provisions contained in the Corporation's stock option plan or otherwise that would impose a "cut-back" under Section 280G of the Code (but in no event shall this Agreement be construed or interpreted as providing any right to "gross-up" or similar tax reimbursement pay in respect of excise taxes payable as a result of Sections 280G or 4999 of the Code), it being understood and agreed that you may elect to reduce or eliminate any payment or benefit to which you are otherwise entitled in order to avoid imposition of any tax under Section 409A of the Code. The provisions of this Agreement shall not in any way abrogate your rights under such other plans and agreements. In addition this Agreement shall not limit in any way any obligation you may have under any other agreement with or promise to the Corporation relating to employee confidentiality, proprietary rights in technology or the assignment of interests in any intellectual property.

13. At-Will Employment. Nothing contained in this Agreement shall (i) confer upon you any right to continue in the employ of the Corporation, (ii) constitute any contract or agreement of employment, or (iii) interfere in any way with the at-will nature of your employment with the Corporation.

If this letter sets forth our agreement on the subject matter hereof, kindly sign and return to the Corporation the enclosed copy of this letter, which shall then constitute our agreement on this subject.

Sincerely,

TIVO INC.

By: _____

Its: _____

Agreed and Accepted,
this day of March, 2016
