
Section 1: 8-K (FORM 8-K)

**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

November 13, 2017
Date of Report (Date of earliest event reported)

TiVo Corporation
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

001-37870
(Commission
File No.)

61-1793262
(I.R.S. employer
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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b) Departure of Principal Executive Officer.

Effective as of Enrique Rodriguez's commencement of employment with TiVo Corporation ("TiVo" or the "Company"), Mr. Thomas Carson is ceasing service as the Company's President and Chief Executive Officer and as a member of the Company's Board of Directors. Mr. Carson will stay on in an advisory capacity through the beginning of the second quarter of 2018 to assist Mr. Rodriguez in transition matters, pursuant to the terms of a transition agreement dated October 4, 2017.

(c), (d) and (e) Appointment and Compensation of Principal Executive Officer and Director.

On November 13, 2017, the Company announced the appointment of Enrique Rodriguez as President and Chief Executive Officer. In this position, Mr. Rodriguez will serve as the Principal Executive Officer of the Company. Mr. Rodriguez is commencing employment with the Company on November 13, 2017, and has been appointed as a member of the Company's Board of Directors. A copy of the press release announcing Mr. Rodriguez's appointment is attached as Exhibit 99.1 to this report.

Mr. Rodriguez, age 55, from August 2015 to November 2017, served as Executive Vice President and Chief Technical Officer of AT&T, Inc.'s Entertainment Group. From January 2013 to July 2015, he served as Executive Vice President, Operations and Products of Sirius XM. From October 2012 to January 2013, he served as Group Vice President of Sirius XM. Prior to his employment at Sirius XM, Mr. Rodriguez was the Senior Vice President and General Manager of Cisco Systems Inc.'s Service Provider Video Technology Group from May 2010 until December 2011. Mr. Rodriguez served as Corporate Vice President for the TV Division of Microsoft Corp. from June 2006 until April 2010. Prior to heading Microsoft's TV Division, Mr. Rodriguez served as Vice President of Xbox Partnerships for Microsoft. Before joining Microsoft in 2003, Mr. Rodriguez spent over 20 years at Thomson/RCA in a variety of engineering and executive roles where he was awarded over 25 U.S. patents and international derivatives.

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

Mr. Rodriguez is not a party to any transaction with the Company other than as described in this report or contemplated in the Offer Letter (as defined below) or Severance Agreement (as defined below).

Offer Letter with Mr. Rodriguez

The Company entered into an offer letter agreement with Mr. Rodriguez dated November 5, 2017 (the "Offer Letter"), a copy of which is attached to this report as Exhibit 10.1 and incorporated herein by reference. Under the terms of the Offer Letter, Mr. Rodriguez is employed on an "at-will" basis, is entitled to an initial annual base salary of \$750,000, and for the 2018 fiscal year and subsequent fiscal years, is eligible to participate in the Senior Executive Company Incentive Plan (the "EIP") with a cash bonus target equal to 125% of his base salary. Mr. Rodriguez will also receive Company benefits pursuant to Company policy and subject to the terms and conditions of the governing benefit plans, and will become party to the Company's standard indemnification agreement for its directors and officers. The initial term of Mr. Rodriguez's employment with the Company, subject to at-will termination by either the Company or Mr. Rodriguez, ends on December 31, 2020 and may be renewed for additional one-year periods on the terms set forth in the Offer Letter. The Company's failure to renew Mr. Rodriguez's employment (other than due to its termination of Mr. Rodriguez for Cause (as defined in the Severance Agreement), Mr. Rodriguez's termination for any reason other than Good Reason (as defined in the Severance Agreement), or as a result of Mr. Rodriguez's death or Disability (as defined in the Severance Agreement)) shall be deemed to be a termination without Cause under the Severance Agreement.

TiVo also will grant Mr. Rodriguez, on the first day of the month following his start date, a performance-based restricted stock unit award for 800,000 shares of the Company's common stock (the "initial Performance-Based RSU"), with a target number of shares subject to the award of 400,000 shares (the "Target Number of Shares") and the ability to vest in up to twice the Target Number of Shares based on (i) achievement of certain average annual total shareholder return targets (15%, 22.5%, and 30%), or (ii) achievement of certain TiVo stock price targets (\$28, \$34, and \$40), over the period between Mr. Rodriguez's start date and December 31, 2020.

<u># of Shares Earned</u>	<u>3 year Annual TSR Target</u>	<u>Stock Price Target</u>
400,000	15%	\$28
600,000	22.5%	\$34
800,000	30%	\$40

Make-Whole Compensation Arrangements

Pursuant to the Offer Letter, Mr. Rodriguez will also receive various awards and payments in consideration of various cash compensation and equity awards at his former employer that Mr. Rodriguez is forgoing, as well as certain expenses that he is incurring, to accept TiVo's offer. Such awards and payments consist of:

(1) In consideration for the long-term incentive compensation at his former employer that he is forgoing to accept TiVo's offer, six separate time-based restricted stock unit awards (the "Replacement RSUs"), with such awards to be granted on the first day of the month following his start date in amounts, on terms, and subject to the vesting conditions described in the Offer Letter;

(2) In consideration for the long-term incentive compensation at his former employer that he is forgoing to accept TiVo's offer, a cash amount of \$973,000 paid no later than March 15, 2018;

(3) In consideration for the 2017 annual incentive compensation at his former employer that he is forgoing to accept TiVo's offer, a cash payment of \$1,225,000. Such payment shall be paid no later than March 15, 2018; and

(4) In consideration for deferred compensation at his former employer that he is forgoing and relocation expenses that he is incurring to accept TiVo's offer, a cash payment of \$1,600,000. Such payment shall be paid within 30 days following Mr. Rodriguez's start date, and shall be subject to repayment if Mr. Rodriguez's employment is terminated by the Company with Cause or by Mr. Rodriguez without Good Reason, in each case within one year following his start date.

Mr. Rodriguez will also be eligible, subject to his continued services to the Company, to receive annual equity awards as discussed in the Offer Letter.

The foregoing description of the Offer Letter is a summary and is qualified in its entirety by reference to the copy of the Offer Letter attached hereto as Exhibit 10.1 and incorporated by reference herein.

Severance Agreement with Mr. Rodriguez

The Company also entered into an Executive Severance and Arbitration Agreement (the "Severance Agreement") with Mr. Rodriguez dated November 5, 2017. A copy of the Severance Agreement is attached to this report as Exhibit 10.2 and incorporated herein by reference. Capitalized terms below are defined in the Severance Agreement.

The Severance Agreement provides, among other things, for severance payments to Mr. Rodriguez under certain conditions as follows:

Severance for Qualifying Termination Unrelated to a Change in Control

If, at any time, the Company terminates Mr. Rodriguez's employment without Cause and other than as a result of Mr. Rodriguez's death or Disability, or Mr. Rodriguez resigns for Good Reason, and in each case such termination is not a termination in anticipation of or following a Change in Control, then subject to certain obligations required of Mr. Rodriguez, including the execution, delivery and non-revocation of a release of claims against the Company: (i) the Company shall continue to pay Mr. Rodriguez at his regular base pay for a period of 12 months immediately following such termination, provided that the first payment thereof will be paid on the 90th day following such termination and will include any installments that would have been paid in the first 90 days but for the delay while waiting for such 90th day; (ii) the Company shall pay Mr. Rodriguez an amount equal to 125% of his annual base salary, in a lump sum, on the 90th day following such termination; (iii) if such termination occurs on or after July 1 but on or before December 31 of any fiscal year, the Company shall pay Mr. Rodriguez a prorated amount of Mr. Rodriguez's EIP bonus for such fiscal year, as determined by the compensation committee of the Company's Board of Directors based on achievement of the applicable performance goals and the number of days Mr. Rodriguez was employed by the Company during the year in which his termination occurs, payable in a lump sum, less applicable deductions and withholdings, no later than March 15th of the year following the year of such termination (and if such termination occurs after December 31 but prior to the date that EIP bonuses are paid for the fiscal year just ended, the Company shall pay Mr. Rodriguez the full amount of his EIP bonus, as determined by the compensation committee of the Company's Board of Directors based on achievement of the applicable performance goals, with such amount to be paid in a lump sum on the 90th day following such termination); (iv) the Company will fully accelerate the vesting of each Replacement RSU that is outstanding and unvested as of the date of such termination, with such acceleration to be effective as of the 90th day following such termination; (v) the Company will accelerate the vesting of the initial Performance-Based RSU, if it is outstanding and unvested as of the date of such termination, for a number of shares equal to the greater of: (1) (A) the Target Number of Shares, multiplied by (B) the applicable percentage of the Target Number of Shares that would otherwise vest based on average annual total shareholder return, as determined under the Severance Agreement, multiplied by (C) a fraction, the numerator of which is the number of days Mr. Rodriguez is employed by the Company during the original Performance Period (as defined in the Offer Letter) and the denominator of which is the total number of days during the original Performance Period (as defined in the Offer Letter); and (2) the number of TiVo Stock Price Achievement Shares (as defined in the Offer Letter) that became eligible to vest prior to the date of such termination under the terms of the Offer Letter, multiplied by the fraction described in subpart (C) above, with such acceleration to be effective as of the 90th day following such termination; (vi) the Company will accelerate the vesting of any annual equity awards with time-based vesting that are outstanding and unvested as of the date of such termination and that vest solely on continued service, as if Mr. Rodriguez had remained in continuous service of the Company for an additional 12 months after such termination, with such acceleration to be effective as of the 90th day following such termination; and (vii) during the period in which the Company is obligated to pay salary continuation pursuant to clause (i) above, the Company shall provide Mr. Rodriguez (and his spouse and other qualified dependents, if any) all Welfare Benefits (as defined in the Severance Agreement) that the Company provided to Mr. Rodriguez immediately prior to his termination, subject to the terms and conditions of the Severance Agreement.

Severance for Qualifying Termination Related to a Change in Control

In the event that a Change in Control occurs and, within the period beginning 90 days before the date of the Change in Control and ending 24 months thereafter, Mr. Rodriguez's employment either is terminated by the Company without Cause and other than as a result of Mr. Rodriguez's death or Disability, or Mr. Rodriguez resigns for Good Reason, then subject to certain obligations required of Mr. Rodriguez, including the execution, delivery and non-revocation of a release of claims against the Company: (i) the Company shall continue to pay Mr. Rodriguez at his regular base pay for a period of 24 months immediately following such termination, provided that the first payment thereof will be paid on the 90th day following such termination and

will include any installments that would have been paid in the first 90 days but for the delay while waiting for such 90th day; (ii) the Company shall pay Mr. Rodriguez an amount equal to 250% of his annual base salary, in a lump sum, on the 90th day following such termination; (iii) if such termination occurs on or after July 1 but on or before December 31 of any fiscal year, the Company shall pay Mr. Rodriguez a prorated amount of Mr. Rodriguez's target EIP bonus for such fiscal year based on the number of days Mr. Rodriguez was employed by the Company during the year in which his termination occurs, payable in a lump sum, less applicable deductions and withholdings, on the 90th day following such termination (and if such termination occurs after December 31 but prior to the date that EIP bonuses are paid for the fiscal year just ended, the Company shall pay Mr. Rodriguez the full amount of his EIP bonus, as determined by the compensation committee of the Company's Board of Directors based on achievement of the applicable performance goals, with such amount to be paid in a lump sum on the 90th day following such termination); (iv) the Company will fully accelerate the vesting of each Replacement RSU that is outstanding and unvested as of the date of such termination, with such acceleration to be effective as of the 90th day following such termination; (v) the Company will accelerate the vesting of the initial Performance-Based RSU, if it is outstanding and unvested as of the date of such termination, for a number of shares equal to the greater of: (1) (A) the Target Number of Shares, multiplied by (B) the greater of (x) 100% and (y) the applicable percentage of the Target Number of Shares that would otherwise vest based on average annual total shareholder return, as determined under the Severance Agreement; and (2) the number of TiVo Stock Price Achievement Shares that became eligible to vest prior to the date of such termination under the terms of the Offer Letter, with such acceleration to be effective as of the 90th day following such termination; (vi) the Company will fully accelerate the vesting of any annual equity awards with time-based vesting that are outstanding and unvested as of the date of such termination and that vest solely on continued service, with such acceleration to be effective as of the 90th day following such termination; (vii) the Company will accelerate the vesting of any annual equity awards with performance-based vesting that are outstanding and unvested as of the date of such termination for a number of shares subject to such annual equity award equal to (A) the target number of shares subject to such annual equity award, multiplied by (B) the greater of (x) 100% and (y) the percentage of the target number of shares that would otherwise vest based on achievement of the applicable performance goals if the applicable performance period ended on the date immediately prior to the Change in Control, as determined under the Severance Agreement, multiplied by (C) a fraction, the numerator of which is the number of days Mr. Rodriguez is employed by the Company during the applicable performance period and the denominator of which is the total number of days during the applicable performance period, with such acceleration to be effective as of the 90th day following such termination; and (viii) during the period in which the Company is obligated to pay salary continuation pursuant to clause (i) above, the Company shall provide Mr. Rodriguez (and his spouse and other qualified dependents, if any) all Welfare Benefits (as defined in the Severance Agreement) that the Company provided to Mr. Rodriguez immediately prior to his termination, subject to the terms and conditions of the Severance Agreement.

Severance for Termination Due to Death or Disability

In the event that Mr. Rodriguez's employment is terminated by the Company as a result of Mr. Rodriguez's death or Disability, then subject to certain obligations required of Mr. Rodriguez or his successors, including the execution, delivery and non-revocation of a release of claims against the Company: (i) if such termination occurs on or after July 1 but on or before December 31 of any fiscal year, the Company shall pay Mr. Rodriguez a prorated amount of Mr. Rodriguez's EIP bonus for such fiscal year, as determined by the compensation committee of the Company's Board of Directors based on achievement of the applicable performance goals and the number of days Mr. Rodriguez was employed by the Company during the year in which his termination occurs, payable in a lump sum, less applicable deductions and withholdings, no later than March 15th of the year following the year of such termination (and if such termination occurs after December 31 but prior to the date that EIP bonuses are paid for the fiscal year just ended, the Company shall pay Mr. Rodriguez the full amount of his EIP bonus, as determined by the compensation committee of the Company's Board of Directors based on achievement of the applicable performance goals, with such amount to be paid in a lump sum on the 90th day following such termination); (ii) the Company will fully accelerate the vesting of each Replacement RSU that is outstanding and unvested as of the date of such termination, with such acceleration to be effective as of the 90th day following such termination; and (iii) the Company will

provide for the vesting of the initial Performance-Based RSU, if it is outstanding and unvested as of the date of such termination, for a number of shares equal to the greater of: (1) (A) the Target Number of Shares, multiplied by (B) the applicable percentage of the Target Number of Shares that would otherwise vest based on average annual total shareholder return (as determined under the Severance Agreement), multiplied by (C) a fraction, the numerator of which is the number of days Mr. Rodriguez is employed by the Company during the original Performance Period (as defined in the Offer Letter) and the denominator of which is the total number of days during the original Performance Period (as defined in the Offer Letter); and (2) the number of TiVo Stock Price Achievement Shares that became eligible to vest prior to the date of such termination under the terms of the Offer Letter, multiplied by the fraction described in subpart (C) above, with such vesting to occur on the Compensation Committee Certification Date.

The foregoing description of the Severance Agreement is a summary and is qualified in its entirety by reference to the copy of the Executive Severance and Arbitration Agreement attached hereto as Exhibit 10.2 and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

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

<u>Exhibit Number</u>	<u>Description</u>
10.1	<u>Offer letter to Enrique Rodriguez dated November 5, 2017</u>
10.2	<u>Executive Severance and Arbitration Agreement with Enrique Rodriguez dated November 5, 2017</u>
99.1	Press release announcing appointment of Enrique Rodriguez as President and Chief Executive Officer

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 Corporation
(Registrant)

Date: November 13, 2017

By: /s/ Pamela Sergeeff
Pamela Sergeeff
Executive Vice President & General Counsel

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Section 2: EX-10.1 (EX-10.1)

Exhibit 10.1

November 5, 2017

Dear Enrique:

We are pleased to present this offer for the position of President and Chief Executive Officer (“**CEO**”) at TiVo Corporation (“**TiVo**” or the “**Company**”), reporting to the Board of Directors (the “**Board**”), pursuant to the terms of this letter agreement (this “**Agreement**”) and the Executive Severance and Arbitration Agreement entered into by the Company and you (the “**Severance Agreement**”). In the event of a conflict between any of the terms of this Agreement and any of the terms of (1) any of the agreements related to any equity awards granted to you, the terms of this Agreement shall prevail, and (2) the Severance Agreement, the terms of the Severance Agreement shall prevail. You will also be appointed to the Board, with service to commence at your commencement of employment as CEO of TiVo, and, during the period of your employment as the CEO of TiVo, you shall be re-nominated to serve on the Board each time that your appointment to the Board expires. Your start date as CEO will be on or about November 20, 2017, provided you may start at any time following the termination of your employment at AT&T Inc. (the “**Start Date**”), and in no event later than November 30, 2017 (the “**Outside Start Date**”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings set forth in the Severance Agreement. For clarity, the Board has the authority to take any action or make any decision described in this Agreement as an action to be taken or decision to be made by the Compensation Committee of the Board (the “**Compensation Committee**”).

Compensation and Benefits

Base Salary. Your compensation will include an annual base salary of \$750,000 per year, paid in semi-monthly installments of \$31,250 each, and subject to standard payroll deductions and withholdings (the “**Base Salary**”). Your Base Salary will be subject to review and adjustment by the Compensation Committee on an annual basis, provided that any decrease shall be subject to the provisions of Good Reason.

Annual Incentives. For the 2018 fiscal year and subsequent fiscal years, you will participate in the Company’s standard Senior Executive Company Incentive Plan (the “**EIP**”) applicable to each such year, subject to your continued employment at TiVo through the payout date for each such year’s annual incentive amount (for each such year, the “**Annual Incentive**”). Upon 100% achievement of targets thereunder, the EIP will provide you an Annual Incentive payout equal to 125% of your Base Salary earned during the applicable fiscal year, with a maximum payout of up to two times such target amount and a threshold to be set by the Compensation Committee, subject to the terms and conditions applicable to such payouts and benefits, when adopted by the Compensation Committee. Such Annual Incentive and the EIP will be reviewed annually by the Compensation Committee, provided that there shall be no decrease of “target” and “maximum” payouts. You must be employed by the Company on the day that your Annual Incentive (if any) for a fiscal year is scheduled to be paid in order to earn and receive such Annual Incentive. Any earned Annual Incentives shall be subject to standard payroll deductions and withholdings, and paid no later than March 15th of the year following the applicable fiscal year.

Long-Term Incentive Compensation.

Initial Performance-Based Equity Grant. Subject to you becoming CEO on or before the Outside Start Date, you will be granted a performance-based restricted stock unit award (the “**Performance-Based**”).

RSU) on the first day of the month following the Start Date. For purposes of the Performance-Based RSU:

(i) **“Target Number of Shares”** will mean 400,000 shares.

(ii) **“Average Annual TSR”** will mean the annual rate of total shareholder return of the Company’s common stock for the Performance Period (as defined below), as calculated by an independent third party consultant to the Company (the fees of whom shall be borne by the Company) in accordance with industry custom and by reference to the increase or decrease, as the case may be, between the Initial Share Price and the Ending Share Price, subject to the following definitions and parameters associated with the calculation:

“Ending Share Price” will mean the average of the daily closing prices per share of the Company’s common stock, as reported on the stock exchange or market on which such stock is listed, for the 20 trading days ending on (and including) the last day of the Performance Period.

“Initial Share Price” will mean the average of the daily closing prices per share of the Company’s common stock, as reported on the stock exchange or market on which such stock is listed, for the 20 trading days ending on (and including) the last trading day immediately prior to the Start Date.

“Performance Period” will mean the period beginning on your Start Date and ending on December 31, 2020.

Dividends that have an ex-dividend date during the Performance Period shall be included in the calculation assuming the reinvestment of such dividends as of the applicable ex-dividend date, and dividends shall include the per share value of any cash or stock dividends, including the per share value as determined in good faith by the Company’s Board of Directors of a dividend issued in any Company spin-off of assets or subsidiary stock.

The number of years, including partial years, in any such calculation shall be expressed as a decimal rounded to four places from your Start Date to December 31, 2020.

For clarity, the independent third party consultant to the Company may be the Compensation Committee’s independent compensation consultant.

(iii) **“Compensation Committee Certification Date”** will mean the date that the Compensation Committee certifies the Average Annual TSR and the TiVo Stock Price (as defined below), which certification shall occur no later than the earlier of (a) the first regularly scheduled Compensation Committee meeting following the end of the Performance Period and (b) March 15, 2021.

Subject to your continuous services to the Company through the end of the Performance Period, the applicable number of shares subject to the Performance-Based RSU will vest, if at all, on the Compensation Committee Certification Date as follows:

<u>Average Annual TSR</u>	<u>Percentage of Target Number of Shares to Vest</u>
Less than 15%	0%
At least 15%, but less than 22.5%	100%
At least 22.5%, but less than 30%	150%
At least 30%	200%

Alternatively, if (A) the average of the daily closing price per share of the Company's common stock, as reported on the stock exchange or market on which such stock is listed, for any 30 consecutive trading-day period during the Performance Period, plus (B) the absolute amount in cash per share (rounded to the fourth decimal place) of all dividends paid through the end of any such 30 consecutive trading-day measurement period (without reinvestment or other adjustment), plus (C) the per share absolute value in cash (rounded to the fourth decimal place), as determined in good faith by the Company's Board of Directors, of a dividend of any Company spin-off of assets or subsidiary stock issued prior to the end of any such 30 consecutive trading-day measurement period (without reinvestment or other adjustment) (the "**TiVo Stock Price**") is greater than (with no rounding up) (i) \$28.00, 100% of the Target Number of Shares shall be eligible to vest subject to your continued employment through the Compensation Committee Certification Date, (ii) \$34.00, an additional 50% of the Target Number of Shares shall be eligible to vest subject to your continued employment through the Compensation Committee Certification Date, and (iii) \$40.00, an additional 50% of the Target Number of Shares shall be eligible to vest subject to your continued employment through the Compensation Committee Certification Date (such number of shares which become eligible to vest subject to continued employment through the Compensation Committee Certification Date being referred to as the "**TiVo Stock Price Achievement Shares**"). For clarity: (1) If, during a 30 consecutive trading-day period, the above calculation results in the achievement of more than one of the above thresholds simultaneously, the number of TiVo Stock Price Achievement Shares deemed attained shall be cumulated, up to a maximum of 200% of the Target Number of Shares; and (2) This paragraph can only ever result in a maximum number of TiVo Stock Price Achievement Shares equal to 200% of the Target Number of Shares becoming eligible to vest subject to your continued employment through the Compensation Committee Certification Date, regardless of the number of different 30 consecutive trading-day periods in which the TiVo Stock Price may exceed the above price thresholds; and (3) The greater of the TiVo Stock Price Achievement Shares and the Target Number of Shares that would otherwise vest based on Average Annual TSR shall vest, but not both.

Annual Equity Grants. It is anticipated that, subject to your continuous services to the Company, the Company will make annual equity grants to you (the "**Annual Equity Awards**"). The Annual Equity Awards, if any, will vest based upon time or on performance goals established by the Compensation Committee. The vesting of each of the Annual Equity Awards will be subject to your continuous services to the Company through the applicable vesting dates, and will be on the same terms and conditions as annual equity awards granted to TiVo's other executives. The target grant date value of Annual Equity Awards made during each year of the Initial Term (as defined below) is expected to be at least \$1,750,000 and the target grant date value of Annual Equity Awards made after the Initial Term is expected to be commensurate with then-current compensation practices applied to TiVo's other executives. For clarity, in no circumstance will the initial Performance-Based RSU award described above be treated as an Annual Equity Award for any purpose of this Offer Letter or the Severance Agreement.

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

Make-Whole Compensation

2017 Incentive Replacement. In consideration for the 2017 annual incentive compensation at your current employer that you are forgoing to accept this offer, subject to you becoming CEO on or before the Outside Start Date, you will be paid a cash amount equal to \$1,225,000. You must be employed by the Company on the day that such payment is made in order to earn and receive such payment. Such payment shall be subject to standard payroll deductions and withholdings, and paid no later than March 15, 2018.

Deferred Compensation Replacement and Relocation Expenses. In consideration for deferred compensation at your current employer that you are forgoing and relocation expenses that you are incurring to accept this offer, subject to you becoming CEO on or before the Outside Start Date, you will be paid a cash amount equal to \$1,600,000 within 30 days following the Start Date. Such payment will be subject to repayment by you if your employment is terminated by the Company or a Subsidiary with Cause or by you without Good Reason, in each case within one year following the Start Date.

Equity Award Replacements. In consideration for the long-term incentive compensation at your current employer that you are forgoing to accept this offer, subject to you becoming CEO on or before the Outside Start Date, you will be paid a cash amount (“**Replacement Cash Amount**”) and granted six time-based restricted stock unit awards (“**Replacement RSUs**”). For purposes of both the Replacement Cash Amount and the Replacement RSUs, the “**Average AT&T Stock Price**” will mean the average of the daily closing prices per share of AT&T Inc.’s common stock, as reported on the stock exchange or market on which such stock is listed, for the 65 trading days ending on (and including) the last trading day immediately prior to the date that the Company publicly announces hiring you as the CEO of the Company.

The Replacement Cash Amount will be equal to 26,515 multiplied by the Average AT&T Stock Price, rounded to the nearest \$1,000. You must be employed by the Company on the day that the Replacement Cash Amount is scheduled to be paid in order to earn and receive the Replacement Cash Amount. The Replacement Cash Amount shall be subject to standard payroll deductions and withholdings, and paid no later than March 15, 2018.

The Replacement RSUs (i) will be granted on the first day of the month following the Start Date, (ii) will be for the number of shares of the Company’s common stock equal to the number of shares subject to each AT&T award set forth below multiplied by the Average AT&T Stock Price, rounded to the nearest \$1,000, and then divided by the average of the daily closing prices per share of the Company’s common stock, as reported on the stock exchange or market on which such stock is listed, for the 65 trading days ending on (and including) the last trading day immediately prior to the Start Date, rounded down to the nearest whole share, and (iii) 100% of the shares subject to each Replacement RSU will vest subject to your continuous services to the Company from the date of grant through the applicable vesting date as set forth below:

<u>Number of Shares Subject to AT&T Award</u>	<u>Vesting Date</u>
27,139	January 28, 2019
26,515	January 29, 2019
32,402	August 2, 2019
33,025	January 26, 2020
27,139	January 28, 2020
11,008	January 26, 2021

Legal Fees. Subject to you becoming CEO on or before the Outside Start Date, the Company will pay up to \$35,000 on your behalf to your attorney for your legal fees related to this Agreement and the Severance Agreement (the entire amount of which will have been incurred during 2017) on or as soon as administratively practicable following the Start Date, but in no event later than March 15, 2018.

Other Agreements/Policies

As a condition of your employment as CEO, you must execute and deliver the following documents:

- 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.

In addition, your employment is conditioned upon satisfactory proof of your right to work in the United States.

Term and At Will Employment

The term of your employment and this Agreement will begin on the Start Date and will end on December 31, 2020 (the “**Initial Term**”), unless earlier terminated by you or the Company. The Compensation Committee may renew this Agreement for an additional one-year period during the Initial Term and each year thereafter, provided that (i) the Compensation Committee takes such action on or prior to October 31, 2020 in the case of any renewal during the Initial Term, or on or prior to October 31 of each year following 2020 in the case of any renewal after the Initial Term, and (ii) the terms of such renewal are in the aggregate on at least (and not worse than) the then-existing terms of this Agreement, not including any of the compensation and benefits described in the “Make-Whole Compensation” section above or the Performance-Based RSU. The target grant date value of Annual Equity Awards made after the Initial Term is expected to be commensurate with then-current compensation practices applied to TiVo’s other executives.

If the Compensation Committee fails to renew this Agreement during or after the Initial Term in accordance with the foregoing paragraph, then (i) your employment with the Company or a Subsidiary, as applicable, will terminate on the last day of the term then in effect, unless earlier terminated by you or the Company or such Subsidiary, and (ii) for purposes of the Severance Agreement, such termination due to the Compensation Committee’s failure to renew this Agreement will be deemed a termination by the Company or such Subsidiary without Cause. For clarity, if your employment is terminated by the Company or such Subsidiary with Cause, by you for any reason other than Good Reason, or as a result of your death or Disability, such termination will not be deemed to be due to the Compensation Committee’s failure to renew this Agreement.

As TiVo’s employment relationship with you is at-will, either TiVo or a Subsidiary, as applicable, or you may terminate the employment relationship at any time, with or without Cause or Good Reason, and with

or without advance notice. Your employment at-will status may only be modified in a written agreement signed by you and a duly authorized member of the Board. Notwithstanding the foregoing, simultaneously with the execution of this Agreement, the Company and you shall execute the Severance Agreement attached hereto as Exhibit A, under which you would be provided severance pay and other benefits set forth therein upon the occurrence of the events specified therein. Any dispute arising out of or relating to your employment with the Company or such Subsidiary will be subject to binding arbitration as set forth in the Severance Agreement.

If your employment is terminated by the Company or such Subsidiary for Cause or you terminate your employment with the Company or such Subsidiary without Good Reason (each, a “*Nonqualifying Termination*”), you will receive your Base Salary accrued through your last day of employment and all incurred but unreimbursed business expenses through such date that are reimbursable in accordance with the Company’s then-current reimbursement policy, and your right to receive any other form of compensation and benefits will terminate immediately upon the effective date of such Nonqualifying Termination (including, without limitation, any equity awards to the extent outstanding and unvested as of the date of such Nonqualifying Termination). Without limiting the foregoing, you (i) will not receive any Base Salary for any period after the effective date of any such Nonqualifying Termination, (ii) will not receive any Annual Incentive under the EIP for the fiscal year during which any such Nonqualifying Termination occurs, (iii) will not receive any Annual Incentive under the EIP for the fiscal year immediately prior to the year during which any such Nonqualifying Termination occurs if such Nonqualifying Termination occurs prior to the payment date of such Annual Incentive, and (iv) will not be entitled to further vesting or accelerated exercisability of any equity awards following any such Nonqualifying Termination. For the avoidance of doubt, the Company’s Director & Officer Liability Insurance covering you as an officer and director of the Company, and the Company’s obligations to indemnify you as an officer and director of the Company, shall survive your termination of employment shall survive your termination of employment until the last to expire of a Company indemnification obligation as to any other Company officer or director.

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 Section 409A of the Internal Revenue Code of 1986, as amended, 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

All compensation paid or granted to you by the Company will be subject to recoupment in accordance with any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company’s securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law. No recovery of compensation under such a clawback policy will be an event giving rise to a right to voluntary terminate employment upon a “resignation for good reason,” or for a “constructive termination” or any similar term under any plan of or agreement with the Company.

On the Start Date, the Company shall enter into an indemnification agreement with you in the form typically used by the Company, and shall provide you coverage under the Company’s Director & Officer Liability Insurance on terms no less favorable than applicable to the Company’s senior executives.

Upon your commencement of employment as CEO, 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 the Company, and shall supersede and replace any and all prior agreements or representations with regard to the subject matter hereof, whether written or oral. This Agreement is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in a writing signed by you and a duly authorized member of the Board. This Agreement is intended to bind and inure to the benefit of and be enforceable by you and the Company, and our respective successors, assigns, heirs, executors and administrators, except that (i) you may not assign any of your duties or rights hereunder without the express written consent of the Company, (ii) the Company may assign this Agreement only to a successor in interest that assumes this Agreement and the Severance Agreement and the liabilities hereunder and thereunder in writing and which assignment provides that you will remain CEO of the parent entity, and (iii) in the event of a Change in Control, the Company shall ensure that the Company's successor in interest and parent company, if applicable, assumes this Agreement and the liabilities hereunder in writing and which assignment provides that you will remain CEO of the parent entity; provided that in the event of an assignment under (ii) above, the Company shall remain liable for the obligations under this Agreement and the Severance Agreement. 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 the Company 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.

If the foregoing meets with your approval, please indicate by signing below and returning a copy of this Agreement to TiVo's HR Department to the attention of Dustin Finer. By signing below, you further agree to respect the Company's work rules and faithfully carry out the duties herein. Two duplicates of this Agreement are to be created; both the Company and you will retain a copy.

Sincerely,

/s/ James E. Meyer
James E. Meyer
Chairman of the Board of Directors

Agreed & Accepted:

/s/ Enrique Rodriguez
Enrique Rodriguez

8 Nov. 17
Date

Exhibit A
Severance Agreement

[Reference is made to Exhibit 10.2 of Tivo Corporation
Form 8-K filed with the Securities and Exchange Commission on November 13, 2017.]

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Section 3: EX-10.2 (EX-10.2)

Exhibit 10.2

TIVO CORPORATION
EXECUTIVE SEVERANCE AND ARBITRATION AGREEMENT

THIS EXECUTIVE SEVERANCE AND ARBITRATION AGREEMENT (the “*Agreement*”) is made and entered into as of November 5, 2017 by and between TiVo Corporation, a Delaware corporation (the “*Company*”) and Enrique Rodriguez (“*Executive*”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings set forth in Executive’s offer letter agreement with the Company (the “*Offer Letter*”).

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

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, 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) Severance for Qualifying Termination Unrelated to a Change in Control. In the event that (a) the Company revokes or attempts to revoke the Offer Letter or this Agreement prior to the earlier of the Start Date or the Outside Start Date, or (b) Executive’s employment is terminated by the Company or a Subsidiary (as hereinafter defined) without Cause (as hereinafter defined) and other than as a result of Executive’s death or Disability, provided that any termination of Executive’s employment due to the Compensation Committee’s failure to renew the Offer Letter will be deemed a termination by the Company or a Subsidiary without Cause, or (c) Executive voluntarily terminates his employment with the Company and its Subsidiaries with Good Reason (as hereinafter defined), and in each case, such termination is not covered by the provisions of Section 1(b) below relating to termination in anticipation of or following a Change in Control, and provided that such termination constitutes a “separation from service” (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a “*Separation from Service*”), then subject to Executive’s obligations below, Executive shall be entitled to receive the following (collectively, the “*Severance Benefits*”):

(i) Cash Severance. (A) An amount equal to 100% of Executive’s annual Base Salary in effect on the date of such termination (without giving effect to any change of pay triggering a Good Reason resignation), with such amount to be paid in installments, pursuant to the Company’s regularly scheduled payroll periods, over the 12-month period following Executive’s Separation from Service; *provided, however*, that the first such installment will be paid on the 90th day following Executive’s Separation from Service and will include the amount of any such installments that Executive would have received on or prior to such 90th day under the original schedule but for the

delay while waiting for such 90th day, and the balance of such installments will be paid as originally scheduled; and (B) An amount equal to 125% of such Base Salary, with such amount to be paid in a lump sum on the 90th day following Executive's Separation from Service.

(ii) Annual Incentive Payment. If such termination occurs on or after July 1 but on or before December 31 of any fiscal year, a prorated Annual Incentive under the EIP for such fiscal year equal to (A) the amount of the Annual Incentive for such fiscal year (as determined by the Compensation Committee based on achievement of the applicable performance goal(s)), multiplied by (B) a fraction, the numerator of which is the number of days Executive is employed by the Company or a Subsidiary during such fiscal year and the denominator of which is the total number of days during such fiscal year, with such amount to be paid in a lump sum no later than March 15th of the year following such fiscal year.

If such termination occurs after December 31 but prior to the day that Executive's Annual Incentive under the EIP for the fiscal year ending on such December 31 is paid, the amount of such Annual Incentive (as determined by the Compensation Committee based on achievement of the applicable performance goal(s)), with such amount to be paid in a lump sum on the 90th day following Executive's Separation from Service.

(iii) Replacement RSU Vesting Acceleration. Fully accelerated vesting of each Replacement RSU that is outstanding and unvested as of the date of such termination, with such acceleration to be effective as of the 90th day following Executive's Separation from Service.

(iv) Initial Performance-Based RSU Vesting Acceleration. Accelerated vesting of the initial Performance-Based RSU referenced in the Offer Letter, if it is outstanding and unvested as of the date of such termination, for a number of shares subject to such Performance-Based RSU equal to the greater of: (1) (A) the Target Number of Shares, multiplied by (B) the applicable percentage of the Target Number of Shares that would otherwise vest based on Average Annual TSR (as determined by the Compensation Committee), provided that for this purpose, (x) the "Performance Period" will mean the period beginning on Executive's Start Date and ending on the date of Executive's termination of employment and (y) in the formula to calculate Average Annual TSR, "n" in the quotient will mean the number of years (including partial years), expressed as a decimal rounded to four places, from Executive's Start Date to the date of Executive's termination of employment, multiplied by (C) a fraction, the numerator of which is the number of days Executive is employed by the Company or a Subsidiary during the original Performance Period (as defined in the Offer Letter) and the denominator of which is the total number of days during the original Performance Period (as defined in the Offer Letter), and (2) the number of TiVo Stock Price Achievement Shares that became eligible to vest prior to the date of termination under the terms of the Offer Letter, multiplied by the fraction described in subpart (C) above in this subpart (iv), with such acceleration to be effective as of the 90th day following Executive's Separation from Service.

(v) Annual Equity Awards with Time-Based Vesting. 12 months of accelerated vesting (from the date of such termination) of any Annual Equity Award that is outstanding and unvested as of the date of such termination and that vests based solely on continued service, as if Executive had remained in continuous service of the Company for an additional 12 months, with such acceleration to be effective as of the 90th day following Executive's Separation from Service.

(vi) Welfare Benefits. The Welfare Benefits described in Section 2(a) below.

(vii) Pending Awards. To the extent not already paid or granted, the Company shall pay or grant, as applicable, the compensation and benefits described in the "Make-Whole Compensation" section of the Offer Letter and shall grant the initial Performance-Based RSU referenced in the Offer Letter.

For clarity, unless provided otherwise in the award agreement evidencing such grant, any Annual Equity Award with performance-based vesting that is outstanding and unvested as of the date of such termination will be forfeited by Executive on the date of such termination, and for purposes of this paragraph and Section 1(a)(v) above, any Annual Equity Award with both performance-based vesting and additional time-based vesting following achievement of the applicable performance goal(s) will be (i) considered an Annual Equity Award with performance-based vesting if Executive's employment terminates before the end of the applicable performance period and (ii) considered an Annual Equity Award that vests based solely on continued service if Executive's employment terminates after the end of the applicable performance period. For clarity, and notwithstanding the foregoing, in no circumstance will the initial Performance-Based RSU award described above be treated as an Annual Equity Award for any purpose of the Offer Letter or this Severance Agreement.

(b) Severance for Qualifying Termination Related to a Change in Control. In the event that a Change in Control occurs and, within the period beginning 90 days before the date of the Change in Control and ending 24 months after the date of the Change in Control, (a) Executive's employment is terminated by the Company or a Subsidiary without Cause and other than as a result of Executive's death or Disability, provided that any termination of Executive's employment due to the Compensation Committee's failure to renew the Offer Letter will be deemed a termination by the Company or a Subsidiary without Cause, or (b) Executive voluntarily terminates his employment with the Company and its Subsidiaries with Good Reason, and provided that such termination constitutes a Separation from Service, then subject to Executive's obligations below, Executive shall be entitled to receive the following (collectively, the "**CIC Severance Benefits**"):

(i) Cash Severance. (A) An amount equal to 200% of Executive's annual Base Salary in effect on the date of such termination (without giving effect to any change of pay triggering a Good Reason resignation), with such amount to be paid in installments, pursuant to the Company's regularly scheduled payroll periods, over the 24-month period following Executive's Separation from Service; *provided, however*, that the first such installment will be paid on the 90th day following Executive's Separation from Service and will include the amount of any such installments that Executive would have received on or prior to such 90th day under the original schedule but for the delay while waiting for such 90th day, and the balance of such installments will be paid as originally scheduled; and (B) An amount equal to 250% of such Base Salary, with such amount to be paid in a lump sum on the 90th day following Executive's Separation from Service.

(ii) Annual Incentive Payment. If such termination occurs on or after July 1 but on or before December 31 of any fiscal year, a prorated Annual Incentive under the EIP for such fiscal year equal to (A) the target amount of the Annual Incentive for such fiscal year (i.e., the Annual Incentive amount that is payable upon achievement of the applicable performance goal(s)) at the target level), multiplied by (B) a fraction, the numerator of which is the number of days Executive is employed by the Company or a Subsidiary during such fiscal year and the denominator of which is the total number of days during such fiscal year, with such amount to be paid in a lump sum on the 90th day following Executive's Separation from Service.

If such termination occurs after December 31 but prior to the day that Executive's Annual Incentive under the EIP for the fiscal year ending on such December 31 is paid, the amount of such Annual Incentive (as determined by the Compensation Committee based on achievement of the applicable performance goal(s)), with such amount to be paid in a lump sum on the 90th day following Executive's Separation from Service.

(iii) Replacement RSU Vesting Acceleration. Fully accelerated vesting of each Replacement RSU that is outstanding and unvested as of the date of such termination, with such acceleration to be effective as of the 90th day following Executive's Separation from Service.

(iv) Initial Performance-Based RSU Vesting Acceleration. Accelerated vesting of the initial Performance-Based RSU referenced in the Offer Letter, if it is outstanding and unvested as of the date of such termination, for a number of shares subject to such Performance-Based

RSU equal to the greater of: (1) (A) the Target Number of Shares, multiplied by (B) the greater of (x) 100% and (y) the applicable percentage of the Target Number of Shares that would otherwise vest based on Average Annual TSR (as determined by the Compensation Committee), provided that for this purpose, (a) the “Performance Period” will mean the period beginning on Executive’s Start Date and ending on the date immediately prior to the Change in Control and (b) in the formula to calculate Average Annual TSR, “n” in the quotient will mean the number of years (including partial years), expressed as a decimal rounded to four places, from Executive’s Start Date to the date immediately prior to the Change in Control; and (2) the number of TiVo Stock Price Achievement Shares that became eligible to vest prior to the date of termination under the terms of the Offer Letter, with such acceleration to be effective as of the 90th day following Executive’s Separation from Service.

(v) Annual Equity Awards with Time-Based Vesting. Fully accelerated vesting of any Annual Equity Award that is outstanding and unvested as of the date of such termination and that vests based solely on continued service, with such acceleration to be effective as of the 90th day following Executive’s Separation from Service.

(vi) Annual Equity Awards with Performance-Based Vesting. Accelerated vesting of any Annual Equity Award with performance-based vesting that is outstanding and unvested as of the date of such termination for a number of shares subject to such Annual Equity Award equal to (A) the target number of shares subject to such Annual Equity Award (i.e., the number of shares that would otherwise vest upon achievement of the applicable performance goal(s) at the target level), multiplied by (B) the greater of (1) 100% and (2) the percentage of such target number of shares that would otherwise vest based upon achievement of the applicable performance goal(s) if the applicable performance period ended on the date immediately prior to the Change in Control (as determined by the Compensation Committee), multiplied by (C) a fraction, the numerator of which is the number of days Executive is employed by the Company or a Subsidiary during the applicable performance period and the denominator of which is the total number of days during the applicable performance period, with such acceleration to be effective as of the 90th day following Executive’s Separation from Service.

(vii) Welfare Benefits. The Welfare Benefits described in Section 2(a) below.

(viii) Pending Awards. To the extent not already paid or granted, the Company shall pay or grant, as applicable, the compensation and benefits described in the “Make-Whole Compensation” section of the Offer Letter and shall grant the initial Performance-Based RSU referenced in the Offer Letter.

For clarity, unless provided otherwise in the award agreement evidencing such grant, for purposes of this paragraph and Sections 1(b) (v) and 1(b)(vi) above, any Annual Equity Award with both performance-based vesting and additional time-based vesting following achievement of the applicable performance goal(s) will be (i) considered an Annual Equity Award with performance-based vesting if Executive’s employment terminates before the end of the applicable performance period and (ii) considered an Annual Equity Award that vests based solely on continued service if Executive’s employment terminates after the end of the applicable performance period.

(c) Severance for Termination Due to Death or Disability. In the event that Executive’s employment is terminated by the Company or a Subsidiary as a result of Executive’s death or Disability, and provided that such termination constitutes a Separation from Service, then subject to Executive’s obligations below, Executive shall be entitled to receive the following (collectively, the “**Death/Disability Severance Benefits**”):

(i) Annual Incentive Payment. If such termination occurs on or after July 1 but on or before December 31 of any fiscal year, a prorated Annual Incentive under the EIP for such fiscal year equal to (A) the amount of the Annual Incentive for such fiscal year (as determined by

the Compensation Committee based on achievement of the applicable performance goal(s)), multiplied by (B) a fraction, the numerator of which is the number of days Executive is employed by the Company or a Subsidiary during such fiscal year and the denominator of which is the total number of days during such fiscal year, with such amount to be paid in a lump sum no later than March 15th of the year following such fiscal year.

If such termination occurs after December 31 but prior to the day that Executive's Annual Incentive under the EIP for the fiscal year ending on such December 31 is paid, the amount of such Annual Incentive (as determined by the Compensation Committee based on achievement of the applicable performance goal(s)), with such amount to be paid in a lump sum on the 90th day following Executive's Separation from Service.

(iii) Replacement RSU Vesting Acceleration. Fully accelerated vesting of each Replacement RSU that is outstanding and unvested as of the date of such termination, with such acceleration to be effective as of the 90th day following Executive's Separation from Service.

(iv) Initial Performance-Based RSU Vesting Acceleration. Vesting of the initial Performance-Based RSU referenced in the Offer Letter, if it is outstanding and unvested as of the date of such termination, for a number of shares subject to such Performance-Based RSU equal to the greater of: (1) (A) the Target Number of Shares, multiplied by (B) the applicable percentage of the Target Number of Shares that would otherwise vest based on Average Annual TSR (as determined by the Compensation Committee), multiplied by (C) a fraction, the numerator of which is the number of days Executive is employed by the Company or a Subsidiary during the original Performance Period (as defined in the Offer Letter) and the denominator of which is the total number of days during the original Performance Period (as defined in the Offer Letter); and (2) the number of TiVo Stock Price Achievement Shares that became eligible to vest prior to the date of termination under the terms of the Offer Letter, multiplied by the fraction described in subpart (C) above in this subpart (iv), with such vesting to occur on the Compensation Committee Certification Date.

(v) Pending Awards. To the extent not already paid or granted, the Company shall pay or grant, as applicable, the compensation and benefits described in the "Make-Whole Compensation" section of the Offer Letter and shall grant the initial Performance-Based RSU referenced in the Offer Letter.

For clarity, unless provided otherwise in the award agreement evidencing such grant, any Annual Equity Award (or any portion thereof) that is outstanding and unvested as of the date of such termination will be forfeited by Executive on the date of such termination.

(d) If Executive is entitled to accelerated or continued vesting of any equity award pursuant to this Agreement, then notwithstanding anything to the contrary set forth in the terms of such equity award (including any applicable equity incentive plan of the Company and any agreement evidencing such equity award), in no event will such equity award be forfeited or terminate prior to (i) the 90th day following Executive's Separation from Service in the case of any such accelerated vesting pursuant to Section 1(a), 1(b) or 1(c) or (ii) the Compensation Committee Certification Date in the case of the initial Performance-Based RSU in the case of any such continued vesting pursuant to Section 1(c). Additionally, in the event that a Change in Control occurs and Executive's employment has not terminated on or prior to the date of the Change in Control, then all of Executive's outstanding and unvested equity awards (or any portion thereof) will be assumed or substituted by the surviving entity or its publicly traded parent entity (if any), provided that any substitute awards shall be on terms at least as favorable to Executive as the awards that are being replaced. Further, with respect to any equity award for which Executive is entitled to acceleration that is a stock option, the post-termination exercise period of such stock option will be extended such that Executive will have the same amount of time to exercise such stock option after the 90th day following Executive's Separation from Service as he otherwise would have had following his Separation from Service without such extension (provided that in no event may any stock option be exercised after the expiration of its original term).

(e) Notwithstanding anything to the contrary in this Agreement, the 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, provided that the Company has no right to transfer Executive's employment from the Company to a Subsidiary other than in connection with the assignment of the Offer Letter pursuant to the terms of the assignment provision therein.

(f) For purposes of this Agreement, "**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 immediately prior to such transaction own at least 50% of the stock of the subsidiary or other affiliated company immediately 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 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; (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; or (iv) in transactions other than a Top Hat, the Company is merged, consolidated or reorganized (in one or a series of related transactions) into or with another corporation or legal person (an "**Acquiring Person**") or securities of the Company are exchanged for securities of an Acquiring Person, and immediately after such merger, consolidation, reorganization or exchange, the stockholders of the Company immediately prior to such merger, consolidation, reorganization or exchange cease to hold, directly or indirectly, counting only shares of the Company that each such stockholder held prior to such transaction and not shares of any other constituent company in such transaction that might be exchanged or converted into shares of the resulting entity in such transaction or remain outstanding after such transaction or shares held by another stockholder acquired by such stockholder in such transaction, a majority of the combined voting power of the then outstanding securities of the resulting entity immediately after such transaction. "Continuing Directors" are (A) each director serving on the Board on the date of this Agreement, 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.

(g) For purposes of this Agreement, "**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 misconduct 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 willful failure to comply in any material respect with directives of the Board, in either case 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 of such failure; (iv) any material act or omission involving willful misconduct or gross 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; (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; or (vi) engaging in substance abuse which impacts the performance of employment duties and which has not been corrected within 30 days after written notice from the Company (provided that the Company shall only be required to provide two such written notices prior to terminating Executive for Cause under this subpart (vi)).

(h) For purposes of this Agreement, “**Disability**” means Executive has been unable to substantially perform his regular employment obligations under the Offer Letter for more than 120 days in any consecutive 365 day period, after being provided reasonable accommodation, due to a mental or physical illness, accident or incapacity. A Disability termination shall occur upon written notice from the Company given when Executive is Disabled. Notwithstanding any other provision hereof, nothing in the definition of Disability herein shall be deemed to affect the Company’s ability to terminate Executive for “Cause” in the event of substance abuse (subject to the notice and cure provisions of the Cause definition related thereto).

(i) For purposes of this Agreement, “**Good Reason**” means the occurrence of any of the following without Executive’s prior written consent: (i) a material diminution in Executive’s authority, duties or responsibilities; (ii) the assignment to Executive of any duties or responsibilities that are materially inconsistent with Executive’s authority, duties or responsibilities; (iii) a material diminution in Executive’s base salary; (iv) a relocation of 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 35 miles; (v) the Compensation Committee’s failure to make any awards specified in the Offer Letter that are subject to the Compensation Committee’s approval; or (vi) the Company’s material breach of this Agreement or the Offer Letter, which has not been cured within 30 days after written notice from Executive of such breach. Within 30 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 such event is not remedied by the Company within such 30-day period, Executive’s termination must be effective not later than 30 days thereafter. If (i) Executive fails to give such notice within the 30-day period or (ii) the Company remedies the condition within the 30-day period or (iii) Executive does not terminate his or her employment following an unremedied condition within 30 days after the Company’s remedy period, then the occurrence of such event shall not constitute Good Reason.

(j) For purposes of this Agreement, “**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.

(k) The Severance Benefits, CIC Severance Benefits and Death/Disability Benefits are conditional upon, as applicable:

(a) Executive continuing to comply with Executive’s obligations under his Proprietary Information, Inventions and Ethics Agreement during the period of time in which Executive is receiving the Severance Benefits, CIC Severance Benefits or Death/Disability Benefits; (b) Executive (or his legal representative, in the event of his death or Disability) delivering to the Company an effective, general release of claims in favor of the Company in substantially the form attached hereto as Exhibit A within 60 days following Executive’s Separation from Service, provided that the Company may modify the form of such release to comply with applicable law and in that event (modifying the form to comply with applicable law) shall determine the form of such release; and (c) Executive’s resignation from the Board, to be effective no later than the date of Executive’s termination of employment (or, if later, such later date as requested by the Board). Such Board resignation shall be delivered on or before the later of (i) 48 hours after the date of Executive’s termination of employment or (ii) such later date as requested by the Board.

(l) Notwithstanding any other provision of this Agreement, in the event that the Offer Letter and this Agreement are signed and not revoked or attempted to be revoked by the Company, and

Executive either (i) fails to meet the conditions to employment set forth in the section of the Offer Letter entitled “Other Agreements/Policies”, or (ii) fails to commence employment with the Company on or prior to the Outside Start Date, this Agreement and the Offer Letter shall be null and void and no benefits of any kind shall be payable hereunder or thereunder.

2. Welfare Benefits.

(a) During the period that the Company is obligated to pay Executive severance pay pursuant to Section 1(a) or 1(b) above, as applicable (i.e., the 12-month period following Executive’s Separation from Service in the case of Section 1(a) or the 24-month period following Executive’s Separation from Service in the case of Section 1(b) or, if sooner, until Executive becomes entitled to Welfare Benefits (as defined below) under any plan maintained by any entity employing Executive after Executive’s employment with the Company or a Subsidiary terminates, the 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 Executive’s termination (in the case of Welfare Benefits provided pursuant to Section 1(a)) or a Change in Control (in the case of Welfare Benefits provided pursuant to Section 1(b)). For purposes of this Agreement, the term “Welfare Benefits” shall include, without limitation, all life, dental, vision, 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 that provide reasonably equivalent Welfare Benefits in the aggregate as the predecessor policy, plan, program or arrangement (and which policies, plans, programs or arrangements may be freely modified or cancelled at any time 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 Executive’s termination (in the case of Welfare Benefits provided pursuant to Section 1(a)) or a Change in Control (in the case of Welfare Benefits provided pursuant to Section 1(b)) shall be limited by the terms of such policy; *provided, however*, that (i) the Company shall make reasonable efforts (which efforts shall not include incurring additional cost) 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 coverage described in this Section 2(a), the Company shall pay Executive the lesser of an amount equal to what Executive’s COBRA premiums would have been or Executive’s cost of comparable replacement coverage.

(b) If, prior to Executive’s termination (in the case of Welfare Benefits provided pursuant to Section 1(a)) or a Change in Control (in the case of Welfare Benefits provided pursuant to Section 1(b)), Executive was required to contribute towards the cost of a Welfare Benefit as a condition of receiving such Welfare Benefit, Executive may be required to continue contributing towards the cost of such Welfare Benefit under the same terms and conditions as applied to Executive immediately prior to such termination or Change in Control, as applicable, in order to receive such Welfare Benefit.

(c) In the event that the Company is required to provide continuation of medical insurance coverage under COBRA (as defined below), then subject to Executive’s timely election of continued medical insurance coverage in accordance with the applicable provisions of state and federal law (commonly referred to as “**COBRA**”), the Company will pay Executive’s COBRA premium payments sufficient to continue Executive’s group coverage at its then current level (including dependent coverage, if applicable) (the “**COBRA Payments**”) until the earlier of (i) the duration of the period in which Executive and Executive’s eligible dependents are enrolled in such COBRA coverage (and not otherwise entitled to coverage by another employer’s group health plan) and (ii) 12 months following the date of Separation from Service (in the case of Welfare Benefits provided pursuant to Section 1(a)) or 24 months following the date of Separation from Service (in the case of Welfare Benefits provided pursuant to Section 1(b)). If the Company’s health plan is self-insured as opposed to fully insured, the amount of any COBRA Payments paid by the Company shall be treated as taxable income to Executive.

3. 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 or her employment with the

Company or any Subsidiary or the termination of his or her employment with the Company or a Subsidiary, 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 of this Agreement, such severance pay will be in lieu of, and not in addition to, any other severance or other termination payments to which Executive may be entitled under any other plan of, or arrangement with, the Company.

4. 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.

5. 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, other than through general advertising not specifically targeted at such person, 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 the extent not publicly available, to any third party without the prior written consent of the Company, provided that, nothing herein shall prohibit Executive from serving as an employment reference upon request. 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.

6. 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. Any claims not subject to arbitration under Section 6(a) above shall be subject to the Company's Arbitration Policy as in effect from time to time; provided that, as to claims by either party for injunctive and/or other equitable relief, 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 6(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 and the Company understand that, by this Agreement, Executive and the Company is each waiving his or its right, as applicable, 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.

(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 or her 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.

7. Entire Agreement; Effect of Prior Agreements. This is the complete agreement of the parties on the subjects set forth herein, including severance pay related and unrelated to 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 any equity awards granted to Executive, or (ii) the Offer Letter, the terms of this Agreement shall prevail.

Without limiting the generality of the foregoing, the arbitration provisions of the arbitration policy, if any, accompanying the Offer Letter shall be superseded by the arbitration provisions set forth in this Agreement.

8. Section 409A. It is intended that all of the severance benefits and other payments payable under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Section 409A of the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder (the “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 and shall otherwise be interpreted to comply with Section 409A. For purposes of Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A 2(b)(2)(iii)), Executive’s right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. To the extent that any reimbursement of expenses or in-kind benefits provided to Executive under this Agreement are subject to the provisions of Section 409A: (a) to be eligible to obtain reimbursement for such expenses Executive must submit expense reports within sixty (60) days after the expense is incurred, (b) any such reimbursements will be paid as soon as administratively practicable in accordance with the Company’s timing for expense reimbursement (but in all cases no later than December 31 of the year following the year in which the expense was incurred in order to maintain compliance with Section 409A), (c) the amount of expenses eligible for such expense reimbursement or the in-kind benefits provided during a taxable year of Executive shall not affect any expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year, and (d) the right to reimbursement or to in-kind benefits under this Agreement will not be subject to liquidation or exchange for another benefit.

Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed by the Company at the time of Executive’s Separation from Service to be a “specified employee” for purposes of Section 409A(a)(2)(B)(i), and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be “deferred compensation”, then to the extent delayed commencement of any portion of such payments is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A, such payments shall not be provided to Executive prior to the earliest of (i) the expiration of the six-month period measured from the date of Executive’s Separation from Service with the Company, (ii) the date of Executive’s death or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this paragraph shall be paid in a lump sum to Executive, and any remaining payments due shall be paid as otherwise provided herein or in the applicable agreement. No interest shall be due on any amounts so deferred.

9. Section 280G. If any payment or benefit to which Executive may be entitled to receive in connection with a Change in Control or other similar transaction (the “Payments”, which shall include, without limitation, the vesting of an option or other non-cash benefit or property) would (i) constitute a “parachute payment” within the meaning of Section 280G of the Code and, (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then such Payments shall be equal to the Reduced Amount. The “Reduced Amount” shall be either (x) the largest portion of the Payments that would result in no portion of the Payments being subject to the Excise Tax, or (y) the largest portion, up to and including the total, of the Payments, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Executive’s receipt, on an after-tax basis, of the greater amount of the Payments notwithstanding that all or some portion of the Payments may be subject to the Excise Tax. If a reduction in payments or benefits constituting “parachute payments” is necessary so that the Payments equal the Reduced Amount, reduction shall occur in the manner that results in the greatest economic benefit for Executive. Determination of whether Payments would result in the application of the Excise Tax, and the amount of any reduction that is necessary so that the Payments equal the Reduced Amount shall be made, at the Company’s expense, by the independent accounting or other professional services firm employed by the Company prior to the date on which Executive’s right to any Payments are triggered (if requested at that time by Executive or the Company) or such other time as reasonably requested by Executive or the Company.

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 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 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.

TIVO CORPORATION

EXECUTIVE

By: /s/ James E. Meyer
Name: James E. Meyer, Board Chairman

By: /s/ Enrique Rodriguez
Name: Enrique Rodriguez

Exhibit A
Release of Claims

FORM OF

SEPARATION AGREEMENT AND GENERAL RELEASE

This confidential Separation Agreement and General Release of all claims (“Agreement”) is made and entered into by and between _____ (referred to as “you” or “your”) and TiVo Corporation, a Delaware corporation, on behalf of itself and its present and former parent(s), subsidiaries and affiliated entities (“TiVo” or the “Company”) and all of its and their respective parents, subsidiaries, successors, assigns, predecessors-in-interest, related and affiliated entities, and, in such capacities, each of the foregoing entities’ respective divisions, officers, directors, shareholders, partners, limited partners, joint ventures, agents, employees, independent contractors, payroll companies, attorneys, insurers, licensees and assigns, past, present or future (the “Released Parties”). This Agreement sets forth the terms of your departure from TiVo in addition to providing you certain consideration in exchange for your release of Claims (as defined below). We appreciate your service to the Company and wish you the very best in your future endeavors.

1. SEPARATION. Your employment with the Company will end on _____, 201_ (the “Separation Date”). In connection with this separation and in exchange for the consideration described herein, we desire to resolve any and all disputes or Claims that you have or may have against the Company.

2. CONSIDERATION. In exchange for the release described in Paragraph 3 below, and your other obligations under this Agreement, and provided that you sign and deliver (and do not revoke) this Agreement by the deadline and to the designed person as set forth herein, we will provide you with the severance benefits pursuant to the terms of your offer letter with the Company, dated [November __, 2017] (the “Offer Letter”) and those benefits and payments specified in Sections 1, 2, and 3 of the Executive Severance and Arbitration Agreement between you and the Company, dated [November __, 2017] (the “Severance Agreement”).

3. FULL PAYMENT. You acknowledge having received full payment of all employment compensation and benefits (including any wages, salary, accrued vacation, sick leave, or other legally protected leave, bonuses, health and welfare benefits and incentive compensation) that you may have earned as a result of your employment by the Company. The Company owes you, and shall owe you, no further compensation or benefits of any kind, except as described in Paragraph 2 above. In light of the payment by the Company of all wages due, the parties further acknowledge and agree that California Labor Code Section 206.5 is not applicable to the parties. That section provides in pertinent part:

NO EMPLOYER SHALL REQUIRE THE EXECUTION OF ANY RELEASE OF ANY CLAIM OR RIGHT ON ACCOUNT OF WAGES DUE, OR TO BECOME DUE, OR MADE AS AN ADVANCE ON WAGES TO BE EARNED, UNLESS PAYMENT OF SUCH WAGES HAS BEEN MADE.

You agree that the payment and benefits set forth in Paragraph 2 above constitute the entire amount of consideration provided to you under this Agreement, and that you will not seek any other compensation, benefits, damages, costs or attorneys’ fees in connection with the matters encompassed in this Agreement or otherwise associated with your employment by the

Company. You further acknowledge that the consideration provided in this Agreement is in addition to anything to which you are otherwise entitled or have already been paid by the Company.

Nothing herein shall constitute a waiver or release of any benefits which are already vested as of the effective date of this Agreement, under the Company 401k plan or other ERISA-covered benefit plans provided by the Company, and you shall remain fully entitled to any and all such benefits in accordance with the terms of the applicable plan, any rights under equity plans and grants, any provision of the Offer Letter and Severance Agreement that survive termination of employment, any existing legal or contractual rights to indemnification or advancement of legal fees, or director and officer liability insurance coverage.

4. RELEASE AND DISCHARGE OF CLAIMS. You and the Company agree that the release set forth herein will be, and will remain, in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under this Agreement.

- a. In consideration of the covenants undertaken herein by the Company, you on your own behalf, and on behalf of your heirs, family members, beneficiaries, trusts, trustees, executors, and assigns, hereby covenant not to sue and fully release and discharge the Released Parties and any Employee Benefit Plans funded, maintained or administered by any of the Released Parties, from any and all disputes, claims, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders or liabilities of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which you now have, or at any time have had, arising out of your employment relationship with the Company or termination thereof or any other events, transactions, occurrences, acts or omissions related to any of the Released Parties, which occurred prior to your execution of this Agreement except as provided in the last paragraph of Section 3 above (the "Claims"). Your release of any such Claims includes, but is not limited to, any action under any foreign, federal, state or local constitution, statute, ordinance, rule, regulation or common law. The Claims that you are releasing in this Agreement, include, without limitation:
 - i. all Claims arising out of or in any way connected with your employment with the Company or the termination thereof (including, without limitation, any Claims for wages, separation pay, bonuses, employee benefits, whether related to the Company's policies or benefit plans, and damages of any kind) with the exception of any claims that, by statute, may not be waived or released, such as claims for unemployment insurance benefits, workers' compensation, statutory indemnity and any claims for breach of this Agreement;
 - ii. all Claims arising out of any employment agreement or any other contracts, express or implied, or any covenant of good faith and fair dealing, express or implied, or arising under the Company's written

policies relating to employment, employment discrimination or harassment;

- iii. any and all Claims under the law of any jurisdiction including those arising out of common law, whether sounding in contract or in tort, including, but not limited to, wrongful discharge of employment, constructive discharge, termination in violation of public policy, retaliation, discrimination, harassment, failure to accommodate, breach of contract (both express and implied), breach of a covenant of good faith and fair dealing (both express and implied), promissory estoppel, quantum meruit, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, fraud, negligent or intentional interference with contract or prospective economic advantage, conversion, unfair business practices, conspiracy, defamation, libel, slander, negligence, personal injury, invasion of privacy, failure to pay compensation of any kind and/or failure to pay equal compensation for equal work;
- iv. all Claims arising out of any federal, state, municipal or other governmental statute, ordinance or wage order, including, without limitation, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Federal Age Discrimination in Employment Act of 1967 (“ADEA”), the Family and Medical Leave Act of 1993, the Equal Pay Act, the Older Workers Benefit Protection Act, the Americans with Disabilities Act of 1990, the National Labor Relations Act (“NLRA”), the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the Federal Fair Credit Reporting Act, the California Fair Employment and Housing Act, the California Family Rights Act, all provisions of the California Labor Code, including but not limited to Section 201, et seq., the California Government Code, the California Business and Professions Code Section 17200 et seq., the Orders of the California Industrial Welfare Commission, and any similar laws or regulations, whether local, state or federal;
- v. to the extent permitted by law, any Claims or rights that you may have to monetary damages in connection with any proceeding before the Equal Employment Opportunity Commission (“EEOC”) or any similar state or local agency;
- vi. any Claims arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by you as a result of this Agreement; and
- vii. any and all Claims for attorneys’ fees and costs.

5. EFFECTIVE DATE. This Agreement is effective if it is signed by you on or before _____, 201_ and not revoked per Paragraph 6(c) below within seven (7) calendar days after your signing. The “Effective Date” of this Agreement is 12:01 a.m. on the eighth (8th) calendar day from your signature date.

6. ACKNOWLEDGEMENT OF WAIVER OF CLAIMS UNDER THE ADEA. You acknowledge waiving and releasing any rights under the ADEA and acknowledge that this waiver and release is knowing and voluntary. You and the Company agree that this waiver and release does not apply to any rights or claims that may arise after the date on which you signed this Agreement. You acknowledge that the consideration given for the release herein is in addition to anything of value to which you were already legally entitled. By this writing, you further acknowledge receiving notice that:

- a. you should consult with an attorney of your choosing prior to executing this Agreement;
- b. you have up to and through _____, 201_ (a period of twenty-one (21) days) to consider the terms, sign, and deliver or postmark this Agreement, after which the Agreement shall be considered null and void, **to Senior HR Representative, _____, 2160 Gold Street, San Jose, CA 95002.** In the event that you decide to execute this Agreement in fewer than twenty-one days, you have done so with the express understanding that you have been given and voluntarily declined the opportunity to consider this Agreement for a full twenty-one days;
- c. you have seven (7) calendar days following your execution of this Agreement to revoke the Agreement. **You may revoke this Agreement within the aforementioned seven-day window by sending a written revocation notice to Senior HR Representative, _____, 2160 Gold Street, San Jose, CA 95002; the revocation notice must be delivered by the end of the day on, or postmarked by, the seventh calendar day following the date on which you signed this Agreement;** and
- d. nothing in this Agreement prevents or precludes you from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law.

7. CALIFORNIA CIVIL CODE SECTION 1542. You represent that you are not aware of any Claim other than the Claims that are released by this Agreement. You also understand and agree that this release applies to Claims, known and presently unknown by you; and this means that if hereafter you discover facts different from or in addition to those which you now know or believe to be true, that the releases, waivers and promise not to sue or otherwise institute legal action shall be, and remain, effective in all respects notwithstanding such different or additional facts or the discovery of such facts. You acknowledge that you are 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.

You, being aware of the above code section, agree to waive any rights that you may have hereunder, as well as under any other statute or common law principles of similar effect.

8. NO PENDING OR FUTURE LAWSUITS. You represent that you have not filed any lawsuits, administrative complaints or made any other charges, either in your name or on behalf of any other person or entity, against the Company in any local, state or federal court or with any local, state or federal administrative agency. You further represent that you have not sustained any work-related injuries. To the extent permitted by law, you agree that you will not bring any action in the future in which you seek to recover any damages from the Company relating to or arising from your employment or your separation from employment with the Company, other than an action to enforce your rights under this Agreement. If any organization (governmental or nongovernmental) brings an action against the Company for any reason, and any money or other benefit is given to you as a result of the action, you agree to give any proceeds that you receive from said action to the Company, except that you expressly retain the right to receive an award for information that you provide to the Securities and Exchange Commission. Nothing in this Agreement will prohibit you from bringing an administrative Claim before, communicating with or cooperating with, any federal, state or local government agency where, as a matter of law, the parties may not restrict your ability to file such Claim or engage in such communication or cooperation (including, without limitation, with the EEOC, the National Labor Relations Board, the Securities and Exchange Commission, the Department of Justice, the Department of Labor or Congress). You acknowledge, however, that this Agreement will bar you from recovering any funds in any investigative or other agency proceeding before the EEOC.

9. NON-DISPARAGEMENT. You and the Company agree, following your final date of employment with the Company, not to make any statement, or encourage anyone else to make any statement, that could reasonably be construed as disparaging, defaming or slandering the other party or, in the case of the Company, its businesses. Either you or the Company may make truthful statements when permitted or required by law or by order of any court, governmental agency, legislative body or other person or body with apparent jurisdiction to require such statements or to rebut false or misleading statements by others.

10. REFERENCE CHECKS. The Company will respond to reference checks for you pursuant to its formal policy, that is, it will provide only dates of employment and compensation level, and you hereby consent to the release of that information. You agree to direct anyone who requests work verification or references to contact The Work Number at www.theworknumber.com or 1-800-367-5690 and to use the Company's Employer Code: 14801.

11. EXPENSE REIMBURSEMENT. The Company and you agree that to the extent that any requests for reimbursement of business expenses incurred by you during your employment with the Company are outstanding, such requests will be processed per the terms of the Company's Global Travel and Reimbursement Policy.

12. NO ADMISSION OF LIABILITY. This Agreement and the consideration provided herein shall not in any way be construed as an admission of liability or wrongdoing on the part of the Released Parties, and they shall not be construed as such. The Company, on the part of itself and the Released Parties, specifically disclaims any liability to you or any other person for any alleged violation of your rights or the rights of any person, or for any alleged violation of any order, law, statute, duty or contract. Neither this Agreement nor anything in it shall be admissible in any proceeding as evidence of any unlawful or wrongful conduct by the Released Parties.

13. TRADING POLICY RESTRICTIONS. Prior to the Separation Date, you shall be entitled to exercise vested Company stock options and sell vested restricted stock awards only in accordance with the terms of the applicable stock option plan, option or restricted stock agreements (as applicable) and Company's securities trading policy. Company acknowledges that after the Separation Date such trading policy shall not restrict you from trading in Company securities. You acknowledge that you have received a copy of such policy, that you have been informed that you are subject to the laws regarding insider trading and that your trading in Company securities is at your sole risk.

14. NON-DISCLOSURE AND RETURN OF PROPERTY. You acknowledge your ongoing obligation to maintain the confidentiality of all confidential and proprietary information of the Company. You further represent and warrant that you have returned, or will promptly return, all keys, credit cards, documents, equipment and other such materials that belong to the Company which have been in your custody, possession or control. Notwithstanding the foregoing, you may retain your address book to the extent it only contains contact information and the Company shall cooperate to transfer your cell phone number to you.

15. CONFIDENTIALITY. Except as required by law and as otherwise set forth in this Paragraph 15, you will keep the terms and amount of this Agreement confidential and will not disclose them to any third party prior to them being publicly disclosed by the Company. Notwithstanding the foregoing, you may disclose the terms of this Agreement to your spouse, legal counsel, accountants and tax advisors, but only after you have obtained their agreement, for the benefit of the Company, to abide by this confidentiality agreement. Nothing herein is intended to or will be construed to impede your right or duty to file taxes, report income honestly, or disclose this document to taxing authorities. Nothing herein will be construed to prohibit you from testifying truthfully under oath, cooperating with any government investigation, reporting possible violations of federal law or regulation to a governmental agency or entity, making other disclosures that are protected under the whistleblower provisions of federal law or regulation or exercising your rights under Section 7 of the NLRA.

16. COOPERATION REGARDING OTHER CLAIMS AND NON-INTERFERENCE. If any claim is asserted by or against the Company related to your employment period about which you have relevant knowledge, you will reasonably cooperate with the Company in the prosecution or defense of that claim, including by providing truthful information and testimony as reasonably requested by the Company, provided that the Company shall use reasonable efforts to limit your travel or interfere with your other obligations. The Company will reimburse your reasonable expenses incurred in providing such cooperation. You further agree that you will not interfere with the Company's contracts or relationships with its customers, employees, vendors or others through the unauthorized use or disclosure of the Company's confidential, proprietary or trade secret information

17. INDEPENDENT LEGAL COUNSEL. Each party represents that it has hereby been advised to, and has had the opportunity to, consult with an attorney and has carefully read and understands the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

18. ARBITRATION. The parties agree that any dispute, claim, action, or proceeding arising out of or relating to the subject matter of this Agreement will be subject to Section 6 of the Executive Severance and Arbitration Agreement between me and the Company.

19. MISCELLANEOUS. If any part of this Agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed by applicable law and the remaining parts of this Agreement will remain in full force and effect. This Agreement shall be binding upon the parties and upon their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties and each of them and to their heirs, administrators, representatives, executors, successors and assigns. The terms of this Agreement shall be construed according to their plain meanings and not construed strictly against the Company. The failure of any party to insist upon the performance of any of the terms and conditions in this Agreement, or the failure to prosecute any breach of any of the terms and conditions of this Agreement, shall not be construed as a waiver of any such terms or conditions. This entire Agreement shall remain in full force and effect as if no such forbearance or failure of performance had occurred. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

20. GOVERNING LAW. This Agreement is to be governed by and construed in accordance with the laws of the State of California as applied to contracts executed by California residents to be performed entirely within the State of California. The parties consent to personal jurisdiction and venue in the federal or state courts located in Santa Clara County, California for purposes of enforcement of any arbitration award or for any other proceedings related to the subject matter of this Agreement.

21. ENTIRE AGREEMENT. This is a fully integrated Agreement. It is the entire, final and complete expression of all agreements between you and the Company regarding the subject matter of this Agreement, and it supersedes and replaces all prior discussions, representations, agreements (written or oral), policies and practices on the subject. You acknowledge that in signing this Agreement, you are relying solely on what is contained in this written Agreement, and are not relying on anything not set forth in writing herein, and that this Agreement may not be modified or amended except by a writing executed by you and the Vice President of Human Resources.

22. KNOWING AND VOLUNTARY EXECUTION OF AGREEMENT. You understand that you are releasing potentially unknown Claims, and that you may have limited knowledge with respect to some of the Claims being released. You acknowledge that there is a risk that, after signing this Agreement, you may learn information that might have affected your decision to enter into this Agreement. You assume this risk of any mistake in entering into this Agreement. This Agreement is executed voluntarily and without any duress or undue influence with the full intent of releasing all Claims. You acknowledge that:

- a. you have read this Agreement;
- b. you were, and hereby are, advised in writing by the Company to consult with an attorney prior to executing this Agreement; and you have been represented in the preparation, negotiation and execution of this Agreement by legal counsel of your own choice or you have voluntarily declined to seek such counsel;

Confidential

- c. you understand the terms and consequences of this Agreement and of the releases it contains;
- d. you are fully aware of the legal and binding effect of this Agreement; and
- e. your waiver of rights under this Agreement is knowing and voluntary.

YOU MAY NOT SIGN THIS AGREEMENT BEFORE YOUR SEPARATION DATE OF _____, 201_.

ON BEHALF OF TiVo CORPORATION

_____, Global Human Resources

Signature

Dated: _____

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Section 4: EX-99.1 (EX-99.1)

Exhibit 99.1



TiVo Names Enrique Rodriguez as New President and CEO

Rodriguez Brings Significant Executive and Operational Leadership to TiVo

SAN JOSE, Calif. – November 13, 2017 – TiVo Corporation (NASDAQ: TIVO), a global leader in entertainment technology and audience insights, today announced that its Board of Directors unanimously elected Enrique Rodriguez to the position of president and CEO effective today. Rodriguez also joins the company’s Board of Directors.

“Enrique is an exceptional leader and strategist who has the energy and passion that will position TiVo for success,” said Jim Meyer, chairman of the Board of Directors, TiVo. “He knows the company and our industry inside and out, and will be able to move quickly with implementing initiatives that we believe will position the company for future success and add value for our stockholders.”

Rodriguez has decades of experience in the entertainment technology and media space. Most recently, he was executive vice president and chief technical officer of AT&T’s Entertainment Group, and his prior career includes executive positions within Sirius XM, Cisco Systems’ Service Provider Video Technology Group and Microsoft’s TV Division, as well as serving as vice president of Xbox Partnerships for Microsoft. Prior to Microsoft, Rodriguez spent more than 20 years serving in various engineering and executive positions at Thomson/RCA.

“I am honored to be selected by the Board for this opportunity to lead TiVo and its employees, and I look forward to the company’s next phase of growth,” said Rodriguez. “The opportunity for TiVo is enormous, and my focus will be on accelerating the innovation that our customers demand to help usher in a new era of entertainment, while adding value for our stockholders.”

Rodriguez succeeds Thomas Carson, who announced his intention to retire earlier this year. Carson, who is also stepping down from the Board of Directors as of today, will stay on in an advisory capacity through the beginning of the second quarter of 2018 to assist in the CEO transition.

About TiVo

TiVo Corporation (NASDAQ: TIVO) is a global leader in entertainment technology and audience insights. From the interactive program guide to the DVR, TiVo delivers innovative products and licensable technologies that revolutionize how people find content across a changing media landscape. TiVo enables the world’s leading media and entertainment providers to deliver the

ultimate entertainment experience. Explore the next generation of entertainment at tivo.com or follow us on Twitter @tivo or @tivoforbusiness.

Caution Concerning Forward-Looking Statements

This press release contains forward-looking statements, including the anticipated start date of Enrique Rodriguez's employment with the company. Readers are cautioned that such forward-looking statements involve risks and uncertainties that could cause actual events or our actual results to differ materially from those expressed in any such forward-looking statements, including that Mr. Rodriguez does not commence employment on the timeframe expected for any reason. Except as required by law, TiVo undertakes no obligation to update any forward-looking statements.

TiVo and the TiVo logo are registered trademarks of TiVo Corporation and its subsidiaries worldwide.

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For more information:

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