

# **Exhibit 1**



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November 28, 2023

**VIA ELECTRONIC MAIL AND USPS**

Rovi Corporation  
2233 North Ontario Street  
Burbank, California 91504  
Attn: EVP, Patent Licensing

Re: Termination of Patent Licensing Agreement

To whom it may concern:

I represent X Corporation (“X”), formerly known as Twitter, Inc. I write regarding the Patent License Agreement executed on April 25, 2019 between X and Adeia Media LLC (“Adeia”) formerly known as Rovi Corporation, TiVo LLC, and TiVo Corporation. The Patent License Agreement (“the PLA”) is attached hereto as **Exhibit A**. This letter will serve as notice of termination of the PLA due to Adeia’s material breach of its terms.

The PLA prohibits any public disclosure identifying X as a patent licensee of Adeia. Section 9.2 of the PLA states:

The Parties acknowledge and agree that it shall be a material breach of this Agreement for any Licensor Entity or any of their respective Affiliates to make any disclosure identifying any Licensee Entity as a patent licensee of any Licensor Entity, or any of their respective Affiliates that acquires any of the Rovi Patents, TiVo Patents and/or TiVo Parent Patents, as applicable, except as expressly permitted under Section 10.6.<sup>1</sup>

A “material breach” of the PLA, such as a prohibited disclosure under Section 9.2 entitles the non-breaching party to terminate the agreement. *See* Exhibit A, Section 4.3 (providing X is entitled to terminate the agreement if Adeia “is in material breach of any of its covenants, agreements, representations or warranties contained in this Agreement and fails to remedy or cure such a breach (if capable of being remedied or cured) within sixty (60) days after receiving actual written notice thereof”).

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<sup>1</sup> Section 10.6, regarding disclosure of agreements with third parties, does not apply to the facts at issue here.

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On August 7, 2023, Adeia filed a public complaint in Santa Clara Superior Court for breach of contract (attached hereto as Exhibit B) against X. In the complaint, Adeia identifies X as a patent licensee:

Effective as of April 1, 2019, Adeia Media, Adeia Media Solutions Inc. (formerly known as TiVo Solutions Inc. (doing business as and formerly known as TiVo Inc.)), Adeia Media Holdings LLC (formerly known as TiVo LLC and formerly known as TiVo Corporation), as Licensors, and Twitter, Inc., as Licensee, entered into a written Patent License Agreement (“License Agreement”). Pursuant to Section 2.1 of the License Agreement, Adeia Media, Adeia Media Solutions Inc., and Adeia Media Holdings LLC, as Licensors, granted a fee bearing, non-exclusive, non-sublicensable, non-transferable right and license, without geographic limitation, under the patents identified therein, only during the Term of the Agreement, to make or have made, use (and permit End-Users to use), distribute, reproduce, create, display, perform, exploit, sell, offer for sale, lease, import, export, Transfer, or otherwise dispose of certain Authorized Products on the terms and subject to the conditions of the License Agreement, and in particular, subject to Twitter, Inc.’s payment of the fees set forth in Section 5 of the Agreement.

Exhibit B ¶ 6.

The Complaint also discloses the confidential financial terms of the Agreement in detail:

Pursuant to Section 5 of the License Agreement, Twitter, Inc. agreed to pay Adeia Media at the times and in the manner set forth in the License Agreement, a non-refundable recurring license fee of \$3,000,000 for each Agreement Year of the Term of the License Agreement (the “Annual License Fee”). The Annual License Fee is required to be paid in arrears for the immediately preceding quarter in four equal quarterly installments within fifteen days after the end of the quarter to which the fee relates, except that the first quarterly installment of the Annual License Fee due under the License Agreement was due within thirty days after the Execution Date of the Agreement.

*Id.* ¶ 8.

Adeia’s entire Complaint was filed on the public docket. No portions, including Paragraph 6 identifying X as a licensee of Adeia, were redacted or sealed. Therefore, the complaint constitutes a public disclosure prohibited under Section 9.2.

Adeia’s public identification of X as a licensee is incapable of being remedied or cured, and therefore the 60-day cure provision in Section 4.3 is inapplicable. *See* Section 4.3(c) (“The Parties acknowledge and agree that no cure period shall apply to the material breach referenced in Section 9.2 and any termination by Licensee for such material breach shall be effective immediately upon actual written notice by Licensee.”) The information is now in the public

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domain and cannot be made confidential again. Even if Adeia were to withdraw and refile the complaint under seal, Section 9.2's protections have been irrevocably thwarted by the disclosure. Adeia is not entitled to an opportunity to cure the material breach.

Therefore, X hereby exercises its right under Section 4.3 to terminate the PLA, effective as of the date of Adeia's material breach.

Very truly yours,

KEKER, VAN NEST & PETERS LLP



David Silbert

DJS:tlr

cc: Robert E. Freitas  
Freitas & Weinberg LLP  
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