

## Parties Entitled To Notice of Entry of Order

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## Final Judgment

Whereas, plaintiff United States of America filed its Complaint on February 6, 2003, alleging that defendants Gemstar-TV Guide International, Inc. ("GTV") and TV Guide, Inc. ("TV Guide") violated section 1 of the Sherman Act, 15 U.S.C. 1, and section 7A of the Clayton Act, 15 U.S.C. 18a, and plaintiff and defendants, by their attorneys, have consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law, and without this Final Judgment constituting any evidence against, or any admission by, any party regarding such issue of fact or law;

And whereas, defendants agreed to be bound by the provisions of this Final Judgment pending its approval by the Court;

Now therefore, before any testimony is taken, and without trial or adjudication of any issue of fact or law, and upon the consent of the parties, it is ordered, *adjudged and decreed*:

## I. Jurisdiction

This Court has jurisdiction over the subject matter of and each of the parties to this action. The Complaint states claims upon which relief may be granted against defendants under section 1 of the Sherman Act (15 U.S.C. 1) and section 7A of the Clayton Act (15 U.S.C. 18a).

## II. Definitions

As used in this Final Judgment:

A. "Agreement" and its variants means any agreement, mutual understanding or mutual plan, written or unwritten.

B. "Competing Product" means (i) any product, service or technology offered for sale, license or distribution by any defendant that is primarily used for the same purpose as any product, service or technology offered for sale, license or distribution by any other party to a proposed transaction with any

defendant, or (ii) any product, service or technology offered for sale, license or distribution by any other party to a proposed transaction with any defendant that is primarily used for the same purpose as any product, service or technology offered for sale, license or distribution by any defendant.

C. "Defendants" means Gemstar-TV Guide International, Inc. and TV Guide, Inc.

D. "Interactive Program Guide," or "IPG," means the software and/or technology that allows television viewers to access and organize programming information on their television screens and then view a channel corresponding to a selected program.

E. "IPG Agreement" means any agreement to provide or license IPGs.

F. "Negotiation And Interim Period" means the period between the commencement of negotiations with respect to an offer to enter into an Agreement, and the date when negotiations are abandoned or when any resulting Agreement is consummated or abandoned.

G. "Person" means any individual, partnership, firm, corporation, association or other legal or business entity.

H. "Pre-consummation Period" means the period of time between the signing of an Agreement for a transaction that is reportable under section 7A of the Clayton Act and the rules, regulations and interpretations implementing section 7A, and the earlier of the expiration or termination of the waiting period under section 7A or the closing or abandonment of the reportable transaction.

## III. Applicability

This Final Judgment applies to Defendants, including each of their directors, officers, managers, agents, employees, subsidiaries, successors and assigns, and to all other persons in active concert or participation with any of them who have received actual notice of this Final Judgment by personal service or otherwise.

## IV. Prohibited and Required Conduct

A. When any Defendant has entered into a transaction that is reportable under section 7A of the Clayton Act, and the rules, regulations and interpretations implementing section 7A, the Defendants are enjoined and restrained from entering into any Agreement with any other party to the transaction that would, during the Pre-consummation Period, combine, merge, or transfer (in whole or in part) any operational or decision-making control

over the marketing or distribution of any to-be-acquired product, service or technology.

B. During the Negotiation And Interim Period of any contemplated Agreement to acquire any voting securities or assets, form a joint venture, settle litigation, or license intellectual property, with any person offering a Competing Product, Defendants are enjoined and restrained from:

1. Entering into any Agreement with that Person to fix, raise, set, stabilize or otherwise establish price or output for any Competing Product offered during the Negotiation And Interim Period;

2. Entering into any Agreement with that Person to delay or suspend during the Negotiation And Interim Period sales efforts with respect to any Competing Product;

3. Entering into any Agreement with that person to allocate any markets or customers during the Negotiation And Interim Period with respect to any Competing Product; or

4. Disclosing or seeking the disclosure of information about current or future prices for, information or projections relating to future prices of, or contract offers related to Competing Products, except as such disclosures may be permitted in subsection V. D., or to the extent that such information is publicly available at the time disclosure occurs.

C. For a period of nine (9) months following the date that this Final Judgment is filed pursuant to 15 U.S.C. 16(b), each Defendant shall permit the following service providers, each of which entered into an IPG Agreement with TV Guide between June 10, 1999, and July 12, 2000, or their successors, to terminate, without penalty, said IPG Agreements:

Cameron Communications (Carlyss, LA), Millennium Telcom, LLC (Keller, TX), Sweetwater Cable TV Co., Inc. (Rock Springs, WY), Coast Communications Co. (Ocean Shores, WA), Florida Cable, Inc. (Astor, FL), Pioneer Communications (Ulysses, KA), Standard Tobacco Co. (Maysville, KY), Pine Tree Cablevision (Wayne, PA).

Such termination shall be at the sole option of these service providers, or their successors. GTV or TV Guide shall, within twenty (20) days of the date that this Final Judgment is filed pursuant to 15 U.S.C. 16(b), distribute to each such service provider, or its successor, a letter containing the notice set forth in Exhibit A.

## V. Permitted Conduct

Nothing in this Final Judgment shall prohibit Defendants from:

A. agreeing that a party to a transaction shall continue to operate in