

OPENSOCIAL FOUNDATION DESIGNATORS AGREEMENT

This OPENSOCIAL FOUNDATION DESIGNATORS AGREEMENT (the "Agreement") is effective on August 22, 2008 (the "Effective Date") by and among the then-current "Designators" set forth in Exhibit A attached hereto.

Background

The Bylaws of the OpenSocial Foundation, a California nonprofit corporation (the "Foundation"), provide that each then-current Designator shall appoint one of five directors (the "Corporate Directors") to the board of directors (the "Board") of the OpenSocial Foundation, a California nonprofit public benefit corporation (the "Foundation").

The Designators desire to enter into this Agreement to set forth their agreements and understandings with respect to how the Corporate Directors shall be determined and with respect to certain other responsibilities of the Designators.

Now therefore, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Designators agree to the following:

Terms

1. THE BOARD OF DIRECTORS

1.1 Size of the Board; Annual Term. Each Designator agrees to cause its designated Corporate Director to vote, from time to time and at all times, in whatever manner as shall be necessary to ensure that the size of the Board shall be set and remain at seven (7) directors. Except as set forth below, the term of each Designator shall be from October 1 through September 30 of the following year (each such annual term, an "Annual Term"); provided that the first Annual Term for each initial Designator shall begin on the Effective Date. Subject to the terms of this Agreement and the Bylaws of the Foundation, each Corporate Director shall serve as director for that period from his appointment through the end of that Annual Term or until his or her respective successor is appointed, whichever occurs later. For purposes of this Agreement, a "supermajority of the Board" means the vote of at least five directors (if there are more than five directors then in office) or the unanimous vote of the Board (if there are five or fewer directors then in office).

1.2 Initially Recurring Designators. Yahoo!, Inc. ("Yahoo!"), MySpace, Inc. ("MySpace"), and Google Inc. ("Google") shall each initially be an "Initially Recurring Designator". Each Initially Recurring Designator shall enter into this Agreement and designate its Corporate Director by providing the Secretary of the Foundation with an executed copy of the Action of Designator in the form attached hereto as Exhibit B (an "Action of Designator"). Subject to Section 4 (Term) below, the term of each Initially Recurring Designator shall be from the Effective Date through September 30, 2011; provided that each Initially Recurring Designator shall cease being an Initially Recurring Designator and become a Rotating Designator, subject to Section 1.3 (Rotating Designators) below, upon the third anniversary of the Effective Date. Subject to the terms of this Agreement and the Bylaws of the Foundation, each corresponding Corporate Director shall also serve as director for that period from the Effective Date through September 30, 2011, or until his or her respective successor is appointed, whichever occurs later. An Initially Recurring Designator may cease to be a Designator upon the decision of a supermajority of the Board. An Initially Recurring Designator may also elect either to cease being a Designator or to become a Rotating Designator. If an entity ceases to be a Designator, the Corporate Director seat previously designated by the entity shall thereafter be designated by a Rotating Designator

selected by a supermajority of the Board in accordance with Section 1.3 (Rotating Designators) below. The Secretary of the Foundation will update Exhibit A accordingly in the event any entity ceases to be a Designator prior to the end of the applicable Annual Term(s). Following the third anniversary of the Effective Date, or sooner if an Initially Recurring Designator elects to become a Rotating Designator earlier, the entity shall serve as Rotating Designator through the remainder of the Annual Term, subject to Section 4 (Term). For the avoidance of doubt, upon the expiration of the Annual Term, the Board shall appoint a Rotating Designator for the successive Annual Term in accordance with Section 1.3 (Rotating Designators).

1.3 Rotating Designators. Each Corporate Director seat not designated by an Initially Recurring Designator shall be designated by one of the other Designators (a "Rotating Designator"). Initially, there shall be two Rotating Designators, each of whom shall designate one Corporate Director. Upon the third anniversary of the Effective Date, all five Designators shall be Rotating Designators. A supermajority of the Board shall invite each potential Rotating Designator to enter into this Agreement by providing such entity with an Action of Designator. Each such entity shall become a Rotating Designator and shall designate its Corporate Director by providing the Secretary of the Foundation with an executed copy of such Action of Designator within the time period indicated by the Board. Following the third anniversary of the Effective Date, if a supermajority of the Board has not appointed a Rotating Designator for any successive Annual Term as of the beginning of such successive Annual Term, a majority of the directors then in office may appoint the Rotating Designator in accordance with the foregoing process. The Secretary shall add the name and Annual Term of each Rotating Designator to the list of Designators attached hereto as Exhibit A. A Rotating Designator shall cease to be a Designator upon the decision of a supermajority of the Board or upon the election of the Rotating Designator. If an entity ceases to be a Designator, the Corporate Director seat previously designated by the entity shall thereafter be designated by another Rotating Designator selected by a supermajority of the Board in accordance with this section. The Secretary of the Foundation will update Exhibit A accordingly in the event any entity ceases to be a Designator prior to the end of the applicable Annual Term. If so appointed by the Board in accordance with this section, an entity may serve multiple consecutive or nonconsecutive Annual Terms as a Rotating Designator.

1.4 Removal of Board Members. No Corporate Director designated in accordance with Section 1.2 (Initially Recurring Designators) or 1.3 (Rotating Designators) may be removed from office other than for cause, unless (a) such removal is directed or approved by the Designator entitled to designate that Corporate Director, or (b) the Designator originally entitled to designate such Corporate Director is no longer so entitled to designate such director (e.g., if so decided by a supermajority of the Board or elected by the Designator). A Corporate Director shall be removed upon the request of the Designator entitled to designate the Corporate Director to remove such Corporate Director.

1.5 Vacancies. Any vacancies created by the resignation, removal, or death of a Corporate Director shall be filled by the Designator entitled to designate that Corporate Director in accordance with Section 1.2 (Initially Recurring Designators) or 1.3 (Rotating Designators), as applicable.

1.6 Community Directors. In order to encourage broad-based participation in the Board, each Designator shall ensure that no employee of such Designator shall be a Community Director (as defined in the Bylaws of the Foundation).

2. PAYMENT OF DESIGNATOR DUES

Each Designator shall promptly pay to the Foundation any dues specifically applicable to Designators that are levied on the Designators by the Board ("Designator Dues"); provided that each Designator agrees to cause its designated Corporate Director to vote, from time to time and at all times, in whatever manner as shall be necessary to ensure that: (a) the Board shall not levy any Designator Dues for prior Annual Terms without the approval of each affected former Designator; and (b) each Designator shall be required to pay equitable Designator Dues for the Annual Term. Designator Dues shall be equitable if they are the

same amount for each Designator for the Annual Term, or if they are based on objective criteria (e.g., number of employees), equally applied to each of the Designators, determined by a supermajority of the Board. If a Designator fails to complete as Designator any Annual Term for which dues are being levied, such Designator's Designator Dues shall be prorated to reflect the portion of the Annual Term actually served by the Designator. For the avoidance of doubt, in the event an entity ceases to be a Designator, such entity shall continue to be responsible for that portion of dues levied for the period during which the entity served as Designator.

3. CONFIDENTIALITY

This Agreement is not confidential. Each Designator may display or otherwise distribute this Agreement to third parties. To the extent any of the Designators exchange any confidential information under this Agreement, such Designators shall enter another agreement governing the confidentiality of such information.

4. TERM

For each Designator, this Agreement is effective upon such Designator's execution of the applicable Action of Rotating Designator and continues in full force and effect for the period set forth in the Action of Designator, unless such entity ceases to be a Designator or this Agreement is earlier terminated by mutual agreement of the Designators. In the event of expiration or other termination, the provisions of Sections 2 (Payment of Designator Dues), 5 (Patent Non-Assertion Agreement), and 6 (General Provisions) shall survive.

5. PATENT NON-ASSERTION AGREEMENT

Each Designator agrees to enter into the Initial Specification Patent Non-Assertion Agreement (the "Non-Assertion Agreement") as a Participant (as defined in the Non-Assertion Agreement). A copy of the Non-Assertion Agreement may be obtained from the Secretary of the Foundation.

6. GENERAL PROVISIONS

The Agreement shall be governed by the laws of California without giving effect to any conflict of laws or choice of laws concepts. With respect to any dispute or litigation arising out of or relating to this Agreement, each Designator agrees that it shall be filed in and heard by the state or federal courts with jurisdiction to hear such suits in either Los Angeles County or Santa Clara County, California. This Agreement constitutes the entire understanding and agreement with respect to its subject matter, and supersedes any and all prior or contemporaneous representations, understandings and agreements whether oral or written between the Designators relating to the subject matter of this Agreement, all of which are merged in this Agreement. Any amendment must be in writing, executed by each then-current Designator, and expressly state that it is amending this agreement. If any provision of this Agreement is found to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. In such event, the Designators agree to negotiate in good faith, a legal and enforceable substitute provision which most nearly conforms to the Designators' intention in entering into this Agreement. In the case of a reorganization, acquisition, merger, consolidation, sale of all or substantially all of the assets, or other change of control of any Designator, this Agreement will be binding upon the successor entity. IN NO EVENT WILL ANY DESIGNATOR BE LIABLE TO ANY OTHER DESIGNATORS FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER DESIGNATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

EXHIBIT A – LIST OF DESIGNATORS

<u>Designator</u>	<u>Applicable Term</u>
Yahoo!, Inc.	From August 22, 2008 through September 30, 2011
MySpace, Inc.	From August 22, 2008 through September 30, 2011
Google Inc.	From August 22, 2008 through September 30, 2011
hi5 Networks, Inc.	From August 29, 2008 through September 30, 2009
Flixster, Inc.	From August 29, 2008 through September 30, 2009

EXHIBIT B – ACTION OF DESIGNATOR

**ACTION OF DESIGNATOR
OF
OPENSOCIAL FOUNDATION**

The undersigned Designator of the OpenSocial Foundation hereby agrees to the terms and conditions of the Designators Agreement attached hereto and authorizes and directs the Secretary of the OpenSocial Foundation (the "Foundation") to add its name to the list of Designators attached as Exhibit A to the Designators Agreement for the term from _____, 200__ through September 30, 200__ (the "Term"), unless terminated earlier in accordance with the Agreement.

Subject to the Designators Agreement and the Bylaws of the OpenSocial Foundation, the undersigned Designator hereby designates the following individual as a director to the OpenSocial Foundation's Board of Directors for the remainder of the Term or until his or her respective successor is appointed, whichever occurs later.

Designator: _____

By: _____

(Authorized signature)

Name: _____

Title: _____

Dated: _____, 200__