OPENSOCIAL FOUNDATION
SPECIFICATION PATENT NON-ASSERTION AGREEMENT

This SPECIFICATION PATENT NON-ASSERTION AGREEMENT ("**Agreement**") is effective on August 18, 2011 (the "**Effective Date")** by and among the OpenSocial Foundation (the "Foundation") and each "Participant" set forth in Exhibit A attached hereto. Each Participant shall enter into this Agreement by providing the Secretary of the Foundation with an executed copy of the Action of Participant in the form attached hereto as Exhibit B, by having an authorized representative click to accept this Agreement on the Foundation's website, or through such other means as may be determined by the Board of the Foundation.

Subject to the Conditions below, each Participant hereby makes the following promise on behalf of itself and, to the extent it has the power to do so, on behalf of its Related Entities (collectively, "I" or "me"), without the requirement of any monetary compensation or any additional terms and conditions. For the avoidance of doubt, the following promise is intended to be a covenant and not a license.

> I hereby irrevocably promise not to assert any Necessary Claims against any person (individual, entity, or otherwise) ("**you**") for making, having made, using, selling, offering for sale, importing, or distributing any product or service solely to the extent it contains or uses a Compliant Portion. This is a personal promise directly from me to you, and you acknowledge as a condition of benefiting from it that no rights are granted and no promises are made by me to your suppliers (other than to your manufacturers pursuant to an exercise of your have made rights), distributors, or otherwise in connection with this promise. Notwithstanding the personal nature of my promise, I acknowledge and agree that this promise is intended to run with any patents and patent applications containing Necessary Claims and to be binding on any future owner, assignee or exclusive licensee (who has been given the right to enforce any Necessary Claims against third parties) of any such patents or patent applications. Before or at the same time I assign (other than to an Acquirer, as defined below) or grant an exclusive license of the type described above to any patent or patent application containing Necessary Claims to any third party (including, without limitation, to a Related Entity or other corporate affiliate), I shall notify and contractually require the assignee or licensee, as applicable, to (a) honor the non-assertion promise with respect to such Necessary Claims, and (b) flow down a similar requirement on the assignee's or licensee's own subsequent assignees or licensees, as applicable; but in each case, only to the same extent that such promise would otherwise be binding upon me in the absence of such assignment or license.

CONDITIONS:

This promise is not an assurance that: (a) any of my issued patent claims covers an Implementation or are enforceable; or (b) an Implementation will not infringe patents or other intellectual property rights of any third party. No other rights except those expressly stated in this promise will be deemed granted, waived, or received by implication, exhaustion, estoppel, or otherwise.

Notwithstanding anything to the contrary, I may revoke my covenant not to assert any Necessary Claims against you if you file against me (or my Related Entities) a claim, counterclaim, defense, suit, or action alleging patent infringement with respect to an Implementation or alleging invalidity, or unenforceability with respect to any Necessary Claims.

Solely for purposes of Section 365(n) of Title 11, United States Bankruptcy Code ("**Bankruptcy Code")** and any equivalent law in any foreign jurisdiction, this promise will be treated as if it were a license and you may elect to retain your rights under this promise if I (or any owner of any patents or patent applications referenced herein), as a debtor in possession, or a bankruptcy trustee in a case under the Bankruptcy Code, reject this Agreement.

I make no (and hereby expressly disclaim any) warranties (express, implied, or otherwise), including

implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the Specification, and the entire risk as to implementing or otherwise using this specification is assumed by the implementer (i.e., a person or other entity that creates, distributes, or offers a product or service that contains or makes use of an Implementation) or user thereof.

DEFINITIONS:

"**Specification**" means, with respect to a Participant, Implementation Version 2.0 of the following specifications, which are published by the Foundation as of the Effective Date:

- OpenSocial Specification at http://opensocial-resources.googlecode.com/svn/spec/2.0/ OpenSocial-Specification.xml
- Core Container Spec at http://opensocial-resources.googlecode.com/svn/spec/2.0/incubating/ Core-Container.xml
- Core Gadget Spec at http://opensocial-resources.googlecode.com/svn/spec/2.0/Core-Gadget.xml
- Core API Server Spec at http://opensocial-resources.googlecode.com/svn/spec/2.0/Core-API-Server.xml
- Core Data Spec at http://opensocial-resources.googlecode.com/svn/spec/2.0/Core-API-Server.xml
- Social Gadget Spec at http://opensocial-resources.googlecode.com/svn/spec/2.0/Social-Gadget.xml
- Social API Server Spec at http://opensocial-resources.googlecode.com/svn/spec/2.0/Social-API-Server.xml
- Social Data spec at http://opensocial-resources.googlecode.com/svn/spec/2.0/Social-Data.xml
- OpenSocial Templating Spec at http://opensocial-resources.googlecode.com/svn/spec/2.0/ OpenSocial-Templating.xml
- OpenSocial WAP Extension at http://opensocial-resources.googlecode.com/svn/spec/2.0/ OpenSocial-WAP-Extension.xml

"**Compliant Portions**" means those specific portions of a product (hardware, software, or combinations thereof) or service only to the extent that they implement and are compliant with the Specification.

"Implementation" means a product or service (hardware, software, firmware, or combination thereof) that includes or makes use of one or more Compliant Portions.

"**Necessary Claims**" means claims of any patent or patent application, other than design patents and design registrations, in any jurisdiction in the world: (a) for which and to the extent I have the right, at any time when and to the extent that this Agreement is applicable to and binding upon me, to grant licenses or rights of the nature granted herein without such grant requiring the permission of, or resulting in payment of royalties or other consideration to third parties (except for payments to employees or Related Entities or any other corporate affiliates); and (b) that are necessarily infringed by Compliant Portions of a particular Implementation of the Specification. A claim is necessarily infringed hereunder only when such infringement could not have been avoided by another commercially reasonable non-infringing implementation of Compliant Portion(s) of that particular Implementation based on the state of the art as of the Effective Date. "Necessary Claims" do not, however, include any claims of any patent or patent application that read on: (x) any enabling technologies that may be necessary to make or use any product or service (or portion of either) that complies with the Specification, but that are not themselves expressly set forth in the Specification; (y) the implementation of other published standards not developed by or for the Foundation; or (z) any portion(s) of any product or service (or any combination of such portion(s)) the sole purpose or function of which is not required to comply with the Specification.

"**Related Entity**" means, with respect to any Participant, any person, firm, corporation, partnership, or similar entity that directly or indirectly is controlled by such Participant anytime after Participant's entrance into this agreement, but only for so long as such control exists. For purposes of the foregoing, "control" means direct or indirect control of more than fifty percent (50%) of the voting power to direct management of such entity.

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 party 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 by and among the parties relating to the subject matter of this Agreement, all of which are merged in 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 parties agree to negotiate in good faith, a legal

and enforceable substitute provision which most nearly conforms to the parties' intention in entering into this Agreement. In the case of an assignment of this Agreement, whether voluntarily or by operation of law, in connection with a reorganization, acquisition, merger, consolidation, sale of all or substantially all of the assets, or other change of control of any Participant pursuant to which the Participant ceases to exist as a separate corporate entity (each, a "**Change of Control Transaction")**, this Agreement will be binding upon and inure to the benefit of the acquirer or other successor entity (the "Acquirer") with respect to those intellectual property rights relating to the subject matter hereof that were owned or controlled by the Participant (whether filed, pending, or issued) immediately prior to the closing of the Change of Control Transaction, but not as to any intellectual property rights owned, controlled, or subsequently acquired by the Acquirer independently of the Change of Control Transaction.

IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY 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 PARTICIPANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

EXHIBIT A – LIST OF PARTICIPANTS

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EXHIBIT B – ACTION OF PARTICIPANT

ACTION OF PARTICIPANT

The undersigned Participant hereby agrees to the terms and conditions of the OpenSocial Foundation Specification Patent Non-Assertion Agreement attached hereto (the "**Agreement**") and authorizes and directs the Secretary of the OpenSocial Foundation to add its name to the list of Participants attached as Exhibit A to the Agreement.

Participant: _HENRY SAPUTRA_

By: _____
(Authorized signature)

Name: _HENRY SAPUTRA_

Title: _SENIOR SOFTWARE ENGINEER_

Dated: _JAN 30_, 20_12_