

withheld. Only written waivers will be effective. There is no fee or other charge to execute this Agreement and become a Contributor. Each party will, however, pay all of its own costs to perform (except where otherwise expressly stated in this Agreement). This Agreement may be executed in counterparts and by fax. In performing this Agreement, each party will comply with all applicable laws, rules, and other requirements (including antitrust laws) of governments having jurisdiction. All rights and remedies under this Agreement are cumulative. Each party is an independent contractor to the other and may not act on behalf of or bind the other. Nothing in this Agreement may be construed as creating any other relationship (including employment, partnership, joint venture, franchise, or agency). If any term of this Agreement is found unenforceable, the remainder will be fully enforced to affect the parties' intent. Third parties that implement any Specifications are intended third-party beneficiaries of Contributor's obligations under the Policy.

7.4. **Entire Agreement; Changes.** This Agreement (including Exhibit 1 (if any) and the Policy and Process Document) is the parties' entire agreement on this subject and merges and supersedes all related prior and contemporaneous communications and agreements. This Agreement may only be modified in a writing signed after the Effective Date by both parties.

The parties have formed this Agreement as of the Effective Date.

OPENID FOUNDATION

By: (Sign) *Brian Kessel*
Name: (Print) Brian Kessel
Title: Chairman, OpenID Foundation
Date of Signing: 8/6/2010

Google Inc. ("CONTRIBUTOR")

By: (Sign) *Eric H. Grosse*
Name: (Print) Eric Grosse
Title: Eng. Director, Google, Inc.
Date of Signing: 8/10/10