As filed with the Securities and Exchange Commission on September 11, 2014

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Yahoo! Inc.
(Exact name of registrant as specified in its charter)

Delaware	**77-0398689**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

701 First Avenue
Sunnyvale, California 94089
(Address of Principal Executive Offices) (Zip Code)

Flurry, Inc. Amended and Restated 2005 Stock Option Plan
(Full title of the plan)

Ronald S. Bell, Esq.
General Counsel and Secretary
Yahoo! Inc.
701 First Avenue
Sunnyvale, California 94089
(Name and address of agent for service)

(408) 349-3300
(Telephone number, including area code, of agent for service)

COPIES TO:

Ken Goldman
Chief Financial Officer
Yahoo! Inc.
701 First Avenue
Sunnyvale, California 94089

J. Jay Herron, Esq.
O'Melveny & Myers LLP
610 Newport Center Drive, Suite 1700
Newport Beach, California 92660

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock of Yahoo! Inc. issuable upon exercise of assumed stock options under the Flurry Plan	178,183 shares (1)	$11.508567 (2)	$2,050,631(2)	$264.12

(1) This Registration Statement covers, in addition to the number of shares of Yahoo! Inc., a Delaware corporation (the "Company" or the "Registrant"), common stock, par value $0.001 per share (the "Common Stock"), stated above, options and other rights to purchase or acquire the shares of Common Stock covered by this Registration Statement and, pursuant to Rule 416(c) under the Securities Act of 1933, as amended (the "Securities Act"), an additional indeterminate number of shares, options and rights that may be offered or issued pursuant to the Flurry, Inc. Amended and Restated 2005

Stock Option Plan (the "Flurry Plan"), as a result of one or more adjustments under the Flurry Plan to prevent dilution resulting from one or more stock splits, stock dividends or similar transactions.

(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) under the Securities Act, based on the weighted average exercise price of options outstanding under the Flurry Plan.

The Exhibit Index for this Registration Statement is at page 6.

PART I

INFORMATION REQUIRED IN THE
SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of Form S-8 will be sent or given to participants as specified by Securities Act Rule 428(b)(1).

PART II

INFORMATION REQUIRED IN THE
REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference

The following documents of the Company filed with the Securities and Exchange Commission (the "Commission") are incorporated herein by reference (excluding any portions of such documents that have been "furnished" but not "filed" for purposes of the Securities Exchange Act of 1934, as amended (the "Exchange Act")):

(a) The Company's Annual Report on Form 10-K for its fiscal year ended December 31, 2013 filed with the Commission on February 28, 2014 (Commission File No. 000-28018);

(b) The Company's Quarterly Reports on Form 10-Q for its fiscal quarters ended March 31, 2014 and June 30, 2014 filed with the Commission on May 8, 2014 and August 7, 2014, respectively (each, Commission File No. 000-28018);

(c) The Company's Current Reports on Form 8-K filed with the Commission on January 15, 2014, March 27, 2014, April 11, 2014, June 27, 2014, July 15, 2014 (with respect only to Item 1.01 and the related exhibit), and August 12, 2014 (each, Commission File No. 000-28018); and

(d) The description of the Company's Common Stock contained in its Registration Statement on Form 8-A filed with the Commission on March 12, 1996, as updated by the Company's Current Report on Form 8-K filed with the Commission on August 11, 2000 (each, Commission File No. 000-28018), and any other amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained herein or in a document, all or a portion of which is incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or amended, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

Not applicable.

Item 6. Indemnification of Directors and Officers

Section 145 of the General Corporation Law of the State of Delaware (the "DGCL") allows for the indemnification of officers, directors and other corporate agents in terms sufficiently broad to indemnify such persons under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act. Article XII of the Company's amended and restated certificate of incorporation and Article VI of the Company's bylaws authorize indemnification of the Company's directors, officers, employees and other agents to the extent and under the circumstances permitted by the DGCL.

The Company has entered into indemnification agreements with its directors and certain officers that will require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers to the fullest extent not prohibited by law.

The Company maintains liability insurance for the benefit of its officers and directors.

The above discussion of the DGCL and of the Company's amended and restated certificate of incorporation, bylaws, and indemnification agreements is not intended to be exhaustive and is qualified in its entirety by such statute, amended and restated certificate of incorporation, bylaws and indemnification agreements.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

See the attached Exhibit Index at page 6, which is incorporated herein by reference.

Item 9. Undertakings

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided however, that Paragraphs (a)(1)(i) and (a)(1)(ii) of this Section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, executive officers and controlling persons of the Registrant pursuant to the provisions described in Item 6 above, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Sunnyvale, State of California, on September 11, 2014.

YAHOO! INC.

By: /s/ Ken Goldman
Ken Goldman
Chief Financial Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Ken Goldman and Ronald S. Bell, and each of them, acting individually and without the other, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place, and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments, exhibits thereto and other documents in connection therewith) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them individually, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Marissa A. Mayer Marissa A. Mayer	Chief Executive Officer, President and Director (Principal Executive Officer)	September 11, 2014
/s/ Ken Goldman Ken Goldman	Chief Financial Officer (Principal Financial Officer)	September 11, 2014
/s/ Aman S. Kothari Aman S. Kothari	SVP, Global Controller and Chief Accounting Officer (Principal Accounting Officer)	September 11, 2014
/s/ Maynard G. Webb, Jr. Maynard G. Webb, Jr.	Chairman of the Board	September 11, 2014
/s/ David Filo David Filo	Director	September 11, 2014
/s/ Susan M. James Susan M. James	Director	September 11, 2014
/s/ Max R. Levchin Max R. Levchin	Director	September 11, 2014
/s/ Thomas J. McInerney Thomas J. McInerney	Director	September 11, 2014
/s/ Charles R. Schwab Charles R. Schwab	Director	September 11, 2014
/s/ H. Lee Scott, Jr. H. Lee Scott, Jr.	Director	September 5, 2014
/s/ Jane E. Shaw Jane E. Shaw	Director	September 11, 2014

EXHIBIT INDEX

Exhibit Number	Description of Exhibit
4.1*	Flurry, Inc. Amended and Restated 2005 Stock Option Plan (the "Flurry Plan").
4.2(a)*	Form of Stock Option Agreement (for U.S. optionees) under the Flurry Plan.
4.2(b)*	Form of Stock Option Agreement for Non-U.S. Optionees under the Flurry Plan.
4.2(c)*	Form of Stock Option Agreement (early exercise feature) under the Flurry Plan.
4.3*	Form of Option Holder Notice and Acknowledgement.
5.1*	Opinion of O'Melveny & Myers LLP (opinion of counsel).
23.1*	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm.
23.2	Consent of Counsel (included in Exhibit 5.1).
24.1	Power of Attorney (included in this Registration Statement under "Signatures").

* Filed herewith.

FLURRY, INC. AMENDED AND RESTATED
2005 STOCK OPTION PLAN
(formerly known as SVB Technologies, Inc. 2005 Stock Option Plan)
(as amended and restated as of December 18, 2013)

1. Purpose. The purpose of the Plan is to provide an incentive to attract, retain and reward individuals performing services for the Company and to motivate such individuals to contribute to the growth and profitability of the Company.

2. Definitions. Whenever the following terms are used in the Plan, they shall have the meaning indicated below, unless a different meaning is required by the context.

(a) "Administrator" means either the Board or a committee of at least two Board members to which the Board allocates administration of the Plan.

(b) "Board" means the board of directors of the Corporation.

(c) "Code" means the Internal Revenue Code of 1986, as amended.

(d) "Company" means, collectively, the Corporation and any "parent corporation" or "subsidiary corporation" of the Corporation as defined in Code §424(e) and §424(f), respectively.

(e) "Corporation" means Flurry, Inc., a Delaware corporation.

(f) "ISO" means an incentive stock option within the meaning of Code §422.

(g) "NSO" means an option that is not an ISO.

(h) "Optionee" means a person to whom an option has been granted under the Plan. If a NSO is assigned pursuant to Section 6(c), the term "Optionee" shall mean the assignee when required by the context.

(i) "Plan" means this Flurry, Inc. Amended and Restated 2005 Stock Option Plan.

(j) "Service" means the Optionee's employment or service with the Company, whether in the capacity of an employee, a director, or a consultant.

(k) "Share" means one share of common stock of the Corporation.

3. Administration. The Plan shall be administered by the Administrator. Subject to the provisions of the Plan, the Administrator shall have the authority to select the persons to be granted options under this Plan, to fix the number of shares that each Optionee may purchase, to determine the exercise price of options granted, to set the terms and conditions of each option, and to determine all other matters relating to administration and operation of the Plan. The terms and conditions of each option includes whether an option should be an ISO or a NSO. All questions of interpretation, implementation, and application of the Plan shall be determined by

the Administrator in its sole discretion. Such determinations shall be final and binding on all persons. No member of the Board or committee that acts as Administrator shall be liable for any act or omission on such member's own part, including but not limited to the exercise of any power or discretion given to such member under the Plan, except for those acts or omissions resulting from such member's own gross negligence or willful misconduct.

4. Shares Subject to the Plan. The maximum number of Shares that may be issued pursuant to options granted under the Plan is 15,899,438, subject to adjustment as provided in Section 6(e) and subject to limited re-issuance as indicated below. If an option expires, is surrendered, or becomes unexercisable without having been exercised in full, or if any unissued Shares are retained by the Corporation upon exercise of an option in order to satisfy the exercise price for such option or any withholding taxes due with respect to such exercise, the unissued or retained Shares shall become available for future grant under the Plan (unless the Plan has terminated). If unvested Shares are forfeited (repurchased by the Corporation at their original purchase price), such Shares shall also become available for future grant under the Plan. Other Shares that actually have been issued under the Plan pursuant to an option shall not be returned to the Plan and shall not become available for future grant under the Plan. No more than 15,899,438 Shares may be issued pursuant to ISOs under the Plan, subject to adjustment in Section 6(e).

5. Eligibility. The Administrator may grant an option or options to any natural person (or any other person if the securities law requirements are met) who is an employee, consultant, or director of the Company, as selected in the sole discretion of the Administrator.

6. General Terms and Conditions.

(a) Option Agreements. Each option granted under the Plan shall be authorized by action of the Administrator and shall be evidenced by a written agreement in such form as the Administrator shall from time to time approve, which agreement shall comply with and be subject to the terms and conditions of the Plan.

(b) ISOs or NSOs. Options granted under the Plan shall be designated by the Administrator as either ISOs or NSOs. The Company does not represent or warrant that an option intended to be an ISO qualifies as such. To the extent that the aggregate fair market value (determined as of the date the option is granted) of the Shares with respect to which ISOs are exercisable for the first time by any individual during any calendar year (under all plans of the Company) exceeds one-hundred thousand dollars ($100,000), the option shall be treated as a NSO. If an ISO is exercised more than three (3) months after the date on which Optionee ceases to be an employee (other than by reason of death or a permanent and total disability as defined in Code §22(e)(3)), the option will be treated as a NSO, and not an ISO, as required by Code §422.

(c) Transferability. Options granted under the Plan are not transferable by the Optionee other than upon death by will or intestate succession and shall be exercisable during the Optionee's lifetime only by the Optionee; provided, however, that a NSO may be transferred upon the approval of the Administrator (in its sole discretion) by appropriate instrument to an inter vivos or testamentary trust in which the option is to be passed to the Optionee's beneficiaries upon the Optionee's death or by gift to the Optionee's immediate family

(consisting of the Optionee's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in- law, brother-in-law, or sister-in-law, and shall include adoptive relationships). No option or interest therein may be otherwise transferred, assigned, pledged, or hypothecated by Optionee, whether by operation of law or otherwise, or be made subject to execution, attachment, or similar process. Any such purported assignment, sale, transfer, delegation, or other disposition shall be null and void.

(d) Modification, Extension, and Renewal. The Administrator shall have the power to modify, extend, or renew outstanding options and authorize the grant of new options in substitution therefor, provided that any such action may not have the effect of significantly impairing any rights or obligations of any option previously granted without the consent of Optionee.

(e) Changes in Capitalization or Corporate Transaction. In the event of any merger, consolidation, reorganization, recapitalization, stock dividend, stock split, reverse stock split, separation, liquidation or other change in the corporate structure or capitalization affecting the Shares, appropriate adjustment shall be made by the Administrator in the kind, option price, and number of shares of stock (including, but not limited to, the maximum number of Shares reserved under the Plan and the maximum number of ISOs that may be granted under the Plan) that are or may become subject to options granted or to be granted under the Plan. If in connection with the change the Corporation ceases to exist, the surviving or successor entity may either assume the Corporation's rights and obligations with respect to outstanding options or substitute for outstanding options substantially equivalent options for equity interests in the entity. If there is no surviving or successor entity, an Optionee's outstanding option shall be exercisable (i) as of the date seven (7) days before the change and (ii) as if the date from which option exercisability (or lapse of unvested Share repurchase rights) is determined (as set forth in the option agreement) were adjusted to be the date that is one year prior to the original date. The exercise of any option that was permissible solely by reason of a change shall be conditioned upon consummation of the change. Options that are not exercised as of the time of the change shall terminate and cease to be outstanding.

7. Exercise.

(a) Exercise Price. The exercise price of an option shall be not less than one hundred percent (100%) of the fair market value of a Share on the date of grant. The Administrator shall in good faith determine the fair market value (in accordance with the requirements of Section 409A of the Code) and the fair value.

(b) Time of Exercise. An option shall become exercisable as specified in the option agreement. An option shall not be exercisable after the 10th anniversary of the date of grant.

(c) Special ISO Rules for 10% Owners. The exercise price of an ISO granted to an individual who owns stock possessing more than ten percent (10%) of the combined voting power of all classes of stock of the Corporation (determined in accordance with the applicable rules under the Code) shall not be less than one hundred ten percent (110%) of the fair market value and the fair value of a Share on the date of grant. No ISO granted to an individual who owns stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company shall be exercisable after the expiration of five (5) years from the date of grant.

(d) Notice of Exercise. Optionees may exercise only by providing written notice to the Corporation at the address specified in the option agreement, accompanied by full payment for the Shares to be purchased and the satisfaction of any required withholding taxes. After receiving proper notice of exercise and payment, the Corporation shall issue a certificate(s) for the Shares purchased, registered in Optionee's name (or in Optionee's name and the name of Optionee's spouse as community property or as joint tenants with a right of survivorship). Such certificate(s) shall bear a legend similar to the following, if applicable:

This Stock is Subject to Restrictions on Negotiability

This stock is held pursuant to a certain Agreement effective as of [insert date], and subject to the terms of the Corporation's 2005 Stock Option Plan, copies of which are filed with the Secretary of the Corporation, and this stock cannot be sold, transferred, bequeathed, hypothecated, encumbered, or otherwise disposed of, except as provided in the Plan or Agreement and subject to the terms thereof.

(e) Taxes and Withholding. The Corporation shall have the right to deduct from the Shares issuable upon the exercise of an option, or to accept from Optionee the tender of, a number of whole Shares having a fair market value, as determined by the Corporation, equal to all or any part of the minimum federal, state, local and foreign taxes, if any, required by law to be withheld by the Corporation with respect to such option or the Shares acquired upon the exercise thereof. Alternatively or in addition, in its sole discretion, the Corporation shall have the right to require Optionee, through payroll withholding, cash payment or otherwise, including by means of a cashless exercise (as described in Section 8(b)), to make adequate provision for any such minimum tax withholding obligations of the Corporation arising in connection with the option, or the Shares acquired upon the exercise thereof.

8. Payment of Exercise Price. In the sole discretion of the Administrator, payment of any option's exercise price may be made in cash, by check or cash equivalent, or as provided otherwise in this section, partly or wholly, to the extent allowed by law.

(a) By Tender of Stock. Payment may be made by tender to the Corporation of Shares owned by Optionee having a fair market value (as determined by the Administrator without regard to any restrictions on transferability applicable to such Shares by reason of federal or state securities laws or agreements with the Corporation's underwriter) not less than the exercise price. Unless otherwise allowed under the option agreement, an option may not be exercised by tender to the Corporation of Shares unless such Shares (i) have been owned by Optionee for more than six (6) months, (ii) were not acquired, directly or indirectly, from the Corporation or (iii) are to pay required taxes as described in Section 7(e).

(b) By Cashless Exercise. The Administrator reserves, at any and all times, the right, in the Administrator's sole and absolute discretion, to establish, decline to approve or terminate any program or procedures for the exercise of options by the assignment of the proceeds of a sale with respect to some or all of the Shares being acquired upon the exercise of the option, including, without limitation, through an exercise complying with the provisions of Regulation T as promulgated from time to time by the Board of Governors of the Federal Reserve System.

(c) By Promissory Note. Payment may be made, if permitted under the option agreement, by Optionee's promissory note in a form approved by the Administrator.

9. Termination of Options.

(a) Termination of Service. If an Optionee's Service terminates, his or her rights to exercise an option then held shall be limited. Optionee's Service shall not be deemed to have terminated merely because of a change in the capacity in which Optionee renders Service or a change in the Company, provided that there is no interruption or termination of Optionee's employment or service. Optionee's Service with the Company shall be treated as continuing intact while the Optionee is on military, sick leave, or other bona fide leave of absence (such as temporary employment by the government) approved by the Company if the period of such leave does not exceed 90 days, or, if longer, so long as the Optionee's right to reemployment with the Corporation is guaranteed either by statute or by contract. Where the period of leave exceeds 90 days and where the Optionee's right to reemployment is not guaranteed either by statute or by contract, Service will be deemed to have terminated on the 91st day of such leave. Subject to the foregoing, the Administrator, in its sole discretion, shall determine whether Optionee's Service has terminated and the effective date thereof.

(b) Regular Termination. Except as otherwise provided in paragraphs (c) through (e), if an Optionee's Service terminates, Optionee shall have the right for a period of 3 months after the date of termination to exercise the option to the extent Optionee was entitled to exercise the option on that date; provided, however, that the date of exercise is in no event after the expiration of the term of the option. To the extent the option is not exercised within this period, the option will terminate.

(c) Termination by Disability. If an Optionee becomes disabled (within the meaning of Code §22(e)(3)) while in Service, Optionee or his or her qualified representative shall have the right for a period of twelve (12) months after the date on which Optionee's Service ends to exercise the option to the extent Optionee was entitled to exercise the option on that date, provided the date of exercise is in no event after the expiration of the term of the option. To the extent the option is not exercised within this period, the option will terminate.

(d) Termination Upon Death. If an Optionee dies while in Service, the person who acquired the right to exercise the option by bequest or inheritance or by reason of the death of the Optionee shall have the right for a period of twelve (12) months after the date of death to exercise the option to the extent Optionee was entitled to exercise the option on that date, provided the date of exercise is in no event after the expiration of the term of the option. To the extent the option is not exercised within this period, the option will terminate.

(e) Termination for Cause. If an Optionee's Service is terminated by the Company for Cause, Optionee shall have no right to exercise the option, and the option will terminate. "Cause" means that Optionee is determined by the Administrator to have committed an act of embezzlement, fraud, dishonesty, or breach of fiduciary duty to the Company, or to have deliberately disregarded the rules of the Company, under circumstances that could normally be expected to result in loss, damage, or injury to the Company, or because Optionee has made any unauthorized disclosure of any of the secrets or confidential information of the Company, has induced any client or customer of the Company to break any contract with the Company, has induced any principal for whom the Company acts as agent to terminate the agency relationship, or has engaged in any conduct that constitutes unfair competition with the Company.

(f) Option Agreement. The option agreement may provide rules different from those set forth in subsections (a) through (e), provided that, in the absence of Cause, the option must be exercisable for at least 30 days after termination of Service (6 months in the case of termination caused by death or disability), but not after the expiration of the term of the option.

10. Change in Control. An option's exercisability and term may be affected by a Change in Control, as described in this Section.

(a) Optional Assumption or Substitution. At the time of a Change in Control, the surviving, continuing, successor or purchasing corporation or parent corporation thereof, as the case may be (the "Acquiror"), may either assume the Corporation's rights and obligations with respect to outstanding options or substitute for outstanding options substantially equivalent options for the Acquiror's stock. If the Acquiror is the same corporate entity as the Corporation, or its successor by merger, a reaffirmation of the option shall be treated as an assumption, and a failure to reaffirm shall be treated as a failure to assume.

(b) No Assumption or Substitution–Acceleration of Vesting. If the Acquiror does not assume or substitute for outstanding options in connection with a Change in Control, an Optionee's outstanding option shall be exercisable (i) as of the date seven (7) days before the Change in Control Date and (ii) as if the date from which option exercisability (or lapse of unvested Share repurchase rights) is determined (as set forth in the option agreement) were adjusted to be the date that is one year prior to the original date. The exercise of any option that was permissible solely by reason of a Change in Control shall be conditioned upon consummation of the Change in Control.

(c) No Assumption or Substitution–Termination. Options that are neither assumed nor substituted for by the Acquiror in connection with a Change in Control, nor exercised as of the time of the Change in Control, shall terminate and cease to be outstanding.

(d) Definition. For purposes of this Plan, a Change in Control means a single Ownership Change Event or combination of proximate (in time, purpose, cause and effect, and/or the identity of the parties involved) Ownership Change Events (collectively, a "Transaction") wherein the shareholders of the Corporation immediately before the Transaction do not retain immediately after the Transaction, in substantially the same proportions as their ownership of shares of the Corporation's voting stock immediately before the Transaction, direct or indirect beneficial ownership of more than 50% of the total combined voting power of the outstanding voting stock of the Corporation or the corporation or corporations to which the assets of the Corporation were transferred (the "Transferee Corporation(s)"), as the case may be. For purposes of the preceding sentence, indirect beneficial ownership shall include, without limitation, an interest resulting from ownership of the voting stock of one or more corporations which, as a result of the Transaction, own the Corporation or the Transferee Corporation(s), as the case may be, either directly or through one or more subsidiary corporations. An Ownership Change Event means (i) the direct or indirect sale, exchange or transfer of the voting stock of the Corporation, (ii) a merger or consolidation in which the Corporation is a party, (iii) the sale, exchange or transfer of all or substantially all of the assets of the Corporation, or (iv) a liquidation or dissolution of the Corporation. The Board shall have sole discretion to determine whether any particular facts and circumstances constitute an Ownership Change Event or a Transaction, and its determination shall be final, binding and conclusive. For the avoidance of doubt, the Company's initial public offering shall not constitute a Change in Control.

(e) Ability to Cash out Options. Notwithstanding anything to the contrary in this Section 10, in the event of a Change in Control, the Company shall have the right, but not the obligation, to make or provide for a cash payment to the holders of Options, without any consent of such holders, in exchange for the cancellation thereof, in an amount equal to the difference between (A) the value as determined by the Administrator of the consideration payable per Share pursuant to the Change in Control (the "Sale Price") times the number of Shares subject to outstanding Options being cancelled (to the extent then vested and exercisable, including by reason of acceleration in connection with such Change in Control as may be contemplated herein, at prices not in excess of the Sale Price) and (B) the aggregate exercise price of all such outstanding vested and exercisable Options.

11. Vesting of Shares.

(a) Vesting. Shares shall become vested as specified in the option agreement. Shares acquired on exercise of an option shall first be attributable to vested Shares, then unvested Shares. Shares shall cease to vest at the time of termination of Service.

(b) Unvested Share Repurchase Right. Shares acquired under the Plan that have not vested may be repurchased by the Corporation at the lesser of the original exercise price or the Shares fair market value (as such value is determined in the sole discretion of the Administrator) if the Optionee's Service with the Company is terminated for any reason or no reason, with or without Cause (as defined in Section 9(e)). The Corporation may assign any unvested Share repurchase right it may have, whether or not then exercisable, to such person or persons as may be selected by the Corporation. The Corporation may require the Optionee to place certificates for any unvested Shares in escrow under reasonable terms established by the Administrator.

(c) Change in Control. Upon the occurrence of a Change in Control, the unvested Share repurchase right shall lapse to the same extent as options become exercisable pursuant to Section 10.

(d) Exercise of Unvested Share Repurchase Right. The unvested Share repurchase right may be exercised by written notice to Optionee within 90 days after termination of Optionee's Service (or exercise of the option, if later). If notice is not given within such 90- day period, the repurchase option shall terminate unless the parties have extended the time for its exercise. Cash payment (or cancellation of purchase money indebtedness) must be made by the thirtieth (30th) day after the date of the written notice to Optionee of the exercise of the repurchase right.

12. Vested Share Restrictions.

(a) Transferability. The provisions of this Section 12(a) shall apply only with respect to awards granted on or following December 18, 2013, unless an Optionee consents that the provisions of this Section 12(a) shall apply with respect to any awards granted prior to such date. Vested Shares may not be transferred, assigned, pledged, or otherwise disposed of or encumbered,

unless the Optionee or other holder of such Shares obtains the prior written consent of the Corporation upon resolutions duly approved by the Board, which consent may be withheld in its sole discretion. Notwithstanding the foregoing, the provisions of this section 12(a) shall not apply to the following transactions:

(i) the transfer by an Optionee without consideration of any Shares made for bona fide estate planning purposes to such Optionee's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in- law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing the Optionee's household (other than a tenant or employee), a trust in which these persons have more than fifty percent of the beneficial interest, a foundation in which these persons control the management of assets, and any other entity in which these persons own more than fifty percent of the voting interests*; provided, however,* that any such trust does not require or permit distribution of any Shares during the term of the option agreement unless subject to its terms; *provided further*, that the Optionee may not transfer any of the Shares to any person whom the Corporation reasonably determines is a director competitor or a potential competitor of the Company; or

(ii) upon the death of the Optionee, any Shares then held by the Optionee at the time of such death and any Shares acquired after the Optionee's death by the Optionee's legal representative shall be subject to the provisions of this Plan, and the Optionee's estate, executors, administrators, personal representatives, heirs, legatees and distributees shall be obligated to convey such Shares to the Corporation or its assigns under the terms contemplated by the Plan and the option agreement.

(iii) In the case of any transfer consented to by the Corporation or described in Sections (i) and (ii) above or otherwise, the transferee, assignee, or other recipient shall receive and hold the Shares subject to the provisions of this Section 12(a) and there shall be no further transfer of such Shares except in accordance with this Section 12(a).

(b) Right of First Refusal. In the sole discretion of the Administrator and subject to Section 12(a) above, an option agreement may provide that, in the event the Optionee proposes to sell, pledge, or otherwise transfer any vested Share or any interest in such Share to a bona fide third-party offeror, the Corporation shall have a right of first refusal with respect to such Share. If Optionee desires to transfer any vested Share, Optionee shall provide a written notice to the Corporation describing all material terms of the proposed transfer, and executed by the Optionee and the offeror. Such notice must constitute a binding commitment of the parties with respect to the proposed transfer. The Corporation may elect to purchase all of the Shares subject to the notice by notifying the Optionee, in writing within thirty (30) days of receiving the notice constituting a binding commitment. The purchase price paid by the Corporation shall be the price per Share proposed to be paid in the notice of binding commitment, and shall be paid within sixty (60) days after the date the notice of binding commitment was received by the Corporation. The Corporation may assign any right of first refusal it may have to such person or persons as may be selected by the Corporation. The right of first refusal shall terminate upon the effective date of the Corporation's initial public offering.

(c) Lockup Agreement. The Corporation (or a representative of the Corporation's underwriter(s)) may, in connection with an underwritten registration of the offering of any securities of the Corporation, require that Optionee not sell, dispose of, transfer, make any short

sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Shares or other securities of the Corporation held by Optionee, for a period of time specified by the underwriter(s) (not to exceed 180 days) following the effective date of registration. Optionee will execute and deliver such other agreements that are reasonably requested by the Corporation or the underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto, and the Corporation may impose stop-transfer instructions with respect to Optionee's Shares until the end of such specified period.

13. **Securities Law Compliance**.

(a) General Rules. The grant of options and the issuance of Shares upon exercise of options shall be subject to compliance with all applicable requirements of federal, state or foreign law with respect to such securities. Options may not be exercised if the issuance of Shares upon exercise would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Shares may then be listed. In addition, no option may be exercised unless (i) a registration statement under the Securities Act shall at the time of exercise of the option be in effect with respect to the Shares issuable upon exercise of the option, or (ii) in the opinion of legal counsel to the Corporation, the Shares issuable upon exercise of the option may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. The inability of the Corporation to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Corporation's legal counsel to be necessary to the lawful issuance and sale of any shares hereunder shall relieve the Corporation of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained.

(b) Conditions of Exercise. As a condition to the exercise of any option, the Corporation may require Optionee to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Corporation.

(c) Compliance with Rule 701 and Section 25102(o). The Plan is intended to satisfy all requirements of Rule 701 under the Securities Act of 1933 and California Corporations Code §25102(o) with respect to offers and sales that would otherwise violate Federal and California securities law (including the requirement that Optionees receive financial statements at least annually), and any such requirement is hereby incorporated into the Plan to effect that intent.

14. **Miscellaneous**.

(a) No Right to an Option. Nothing in the Plan shall be construed to give any person any right to be granted an option.

(b) No Employment Rights. Neither the Plan nor the granting of an option nor any other action taken pursuant to the Plan shall constitute or be evidence of any agreement or understanding, express or implied, that the Company will utilize Optionee's services for any period of time, or in any position, or at any particular rate of compensation.

(c) No Shareholders' Rights. Optionee shall have no rights as a shareholder with respect to the Shares covered by his or her options until the date of the issuance to him or her of a share certificate for the Shares, and no adjustment will be made for dividends or other rights for which the record date is prior to the date the certificate is issued except as provided in Section 6(e).

(d) Claims. Any person who makes a claim for benefits under the Plan or under any option agreement entered into pursuant to the Plan shall file the claim in writing with the Administrator. Written notice of the disposition of the claim shall be delivered to the claimant within 60 days after filing. If the claim is denied, the Administrator's written decision shall set forth (i) the specific reason or reasons for the denial, (ii) a specific reference to the pertinent provisions of the Plan or option agreement on which the denial is based, and (iii) a description of any additional material or information necessary for the claimant to perfect his or her claim and an explanation of why such material or information is necessary. No lawsuit may be filed by the claimant until a claim is made and denied pursuant to this subsection.

(e) Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret the terms of the option agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

(f) Confidentiality. The terms and conditions of the option agreement, including without limitation the number of Shares for which the option is granted, are confidential. Optionee shall not disclose the terms of the option to any third party, except to Optionee's financial or legal advisors, tax preparer or family members, unless disclosure is required by law.

(g) Corporation Free to Act. An option grant shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure or its business, or any merger or consolidation of any member of the Company or any issue of bonds, debentures, or preferred or preference stocks affecting the Shares or the rights thereof, or of any rights, options, or warrants to purchase any capital stock of the Corporation, or the dissolution or liquidation of the Corporation, any sale or transfer of all or any part of its assets or business, or any other corporate act or proceedings of the Corporation, whether of a similar character or otherwise.

(h) Substitution or Assumption. Where an option (the "Old Option") to purchase stock of a corporation (other than the Corporation) that is a party to a transaction described in Section 6(e) is outstanding, and the grantee of the Old Option would have been eligible to be granted an option under this Plan if such corporation had applied Section 5 of this Plan to the grant of the Old Option, the Administrator may either (i) substitute a new option under this Plan for the Old Option or (ii) assume the Old Option under this Plan. The exercise price and the number and nature of shares subject to the substituted or assumed option will be determined by applying Section 6(e) to the Old Option. Substituted or assumed options shall be evidenced by a written agreement as described in Section 6(a) and shall be treated as granted under this Plan for purposes of applying the limit on the number of shares specified in Section 4.

(i) Severability. If any provision of the Plan or option agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, that provision shall be enforced to the greatest extent permitted by law, and the remainder of this Plan and option agreement and of that provision shall remain in full force and effect as applied to other persons, places, and circumstances.

(j) Governing Law. This Plan and the option agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts wholly made and performed in the State of California.

15. **Initial Public Offering**.

(a) If the Corporation becomes a "publicly held corporation" within the meaning of Code §162(m)(2) and the grace period referred to in Reg. §1.162-27(f) has expired, (i) the Board may make the Administrator a compensation committee of two or more Board members each of whom is an "outside director" within the meaning of Code §162(m)(4)(C)(i), and (ii) the maximum number of Shares with respect to which options may be granted during any calendar year to any one employee is the number specified in Section 4, unless the Board is willing to forgo a tax deduction.

(b) If the Shares become registered pursuant to Section 12 of the Securities Exchange Act of 1934, the Board may make the Administrator the Board or a committee of "non-employee directors" within the meaning of Rule 16b-3 under such Act.

(c) If the Shares become listed on any established stock exchange or other market system, (i) the applicable requirements of any such exchange or market shall be hereby incorporated by reference, and (ii) unless otherwise determined by the Administrator, the fair market value of Share shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Shares) on the last market trading day prior to the day of determination, as reported in The Wall Street Journal or such other source as the Administrator deems reliable.

(d) If the Shares become registered under the Securities Act of 1933, Sections 12(a) and 13(c) shall no longer apply.

16. Effective Date of the Plan. The Plan will become effective upon adoption of the Board, subject to approval by the Corporation's shareholders within twelve (12) months of such adoption. Options may be granted under the Plan at any time after the Plan's adoption and before the termination of the Plan. The Plan shall terminate on the 10th anniversary of its adoption.

17. Amendment of the Plan. The Board may suspend or discontinue the Plan or revise or amend it in any respect whatsoever; provided, however, that without approval of the Corporation's shareholders no revision or amendment shall change the number of Shares subject to the Plan (except as provided in Section 6(e)), change the designation of the class of persons eligible to receive options, or materially increase the benefits accruing to Optionees under the Plan.

FLURRY, INC.
STOCK OPTION AGREEMENT

1. Grant of Option. Flurry, Inc. (the "Corporation") hereby grants to _____ (the "Optionee") an option to purchase _____ shares of common stock of the Corporation (the "Shares"), on the terms and conditions set forth in this Agreement and the Flurry, Inc. 2005 Amended and Restated Stock Option Plan (the "Plan"). This option is granted as of _____, __ (the "Grant Date"). A copy of the Plan is attached hereto as Exhibit A, and its provisions are incorporated into this Agreement by reference. In the event of any conflict between this Agreement and the Plan, the terms of the Plan shall govern.

2. Exercise Price. The exercise price of the Shares to be purchased pursuant to this option is $_____ U.S. per Share.

3. Tax Status. This option is intended to be [an incentive stock option within the meaning of §422(b) of the Internal Revenue Code of 1986][a non-statutory stock option].

4. Exercisability of Option.

(a) This option shall be exercisable only to the extent that the Shares have become vested pursuant to Section 4(b) or (c) below.

(b) The Optionee's "Vesting Base Date" is _____, __. For so long as Optionee is providing continuous "Service" to the Corporation (as defined in the Plan), this option shall vest as to __% of the total Shares subject to the option on the date that is _____ from the Vesting Base Date, then an additional 1/__ of such total Shares shall vest after the passage of each full ____ thereafter (assuming continued provision of Service by Optionee), so that the option shall be fully vested on _____.

(c) In the event of a Change in Control as defined in the Plan, the vesting applicable to this option shall be accelerated in the manner described in Section 10(b) of the Plan if this option is neither assumed nor substituted.

5. Termination of Option. This option shall terminate and shall no longer be exercisable on the first to occur of (i) the 10th annual anniversary of the Grant Date, (ii) the last date for exercising the option following termination of the Optionee's Service as described in Section 9 of the Plan or (iii) its termination in connection with a Change in Control as provided under Section 10(c) of the Plan.

6. Method of Exercise. This option may be exercised only by delivery pursuant to Section 8 of this Agreement of an exercise notice (the current form of which is attached as Exhibit B), specifying the election to exercise this option and the number of Shares for which it is being exercised, and the aggregate exercise price. In certain cases, an Investment Representation Statement in the form attached hereto as Exhibit D may also be required. No exercise for fractional Shares shall be permitted. Payment of the exercise price for the number of Shares for which the option is being exercised shall be made in cash, by check or cash equivalent. As a condition to the exercise of this option, Optionee agrees to make adequate provision for federal, state or other tax withholding obligations, if any, which arise upon the grant, vesting or exercise of this option, or disposition of Shares, whether by withholding, direct payment to the Company, or otherwise.

7. Restrictions on Shares Acquired.

Shares acquired hereunder are subject to the Corporation's share repurchase rights described in Section 11 of the Plan and restrictions on transfer described in Section 12(a) of the Plan and may become subject to a lockup agreement as referred to in Section 12 of the Plan.

8. Notices. Any notice or other communication under this Agreement must be in writing and shall be effective upon hand delivery; upon fax transmission to either party at the number provided below for that party, but only upon receipt by the transmitting party of a written confirmation of receipt; or three (3) business days after deposit in the U.S. mail, postage prepaid, certified or registered, and addressed to the Corporation or to Optionee at the appropriate address below. Each party is obligated to notify the other in writing of any change in address. Notice of change of address shall be effective only when done in accordance with this section.

If to the Corporation, to:
Flurry, Inc.
360 3rd Street, Suite 750
San Francisco, CA 94107

Attention: CEO
Fax No.: _____

If to Optionee, to:
Employee Name: _____
_____
_____

Fax No.: _____

AGREED:

FLURRY, INC.

By: _____ Date: _____
Simon Khalaf, CEO

Optionee: By executing this Agreement, Optionee acknowledges receipt of a copy of the separate document titled "Flurry, Inc. Amended and Restated 2005 Stock Option Plan," which contains many of the provisions of this Agreement.

_____ _____
Signature of Optionee Date

EXHIBIT A

FLURRY, INC.
AMENDED AND RESTATED
2005 STOCK OPTION PLAN

EXHIBIT B

FLURRY, INC.
AMENDED AND RESTATED
2005 STOCK OPTION PLAN

EXERCISE NOTICE

Flurry, Inc.

_____

_____

I hereby exercise the following stock options:

Grant Date	Number of ISOs	Number of NSOs	Price per Share	Total Exercise Price	Withholding Taxes if Non-Qualified	Total

Total Due:

Concurrently with the delivery of this exercise notice to the Corporation, I hereby pay to the Corporation the total due as indicated above.

Signature of Optionee _____

Print Optionee's Name: _____

Address: _____

_____

Social Security Number: _____

EXHIBIT C

Assignment Separate From Certificate

FOR VALUE RECEIVED _____ ("Purchaser") hereby sells, assigns and transfers unto FLURRY, INC., a Delaware corporation (the "Company"), _____ (_____) shares of Common Stock of the Company represented by Certificate No._____ herewith and does hereby irrevocably constitute and appoint _____ Attorney to transfer the said stock on the books of the Company with full power of substitution in the premises.

Dated: _____, 20__.

_____

_____

Signature

Spousal Consent

_____ (Purchaser's spouse) indicates by the execution of this Assignment his or her consent to be bound by the terms herein as to his or her interests, whether as community property or otherwise, if any, in the Shares.

_____

Signature

PURCHASER TO SIGN ONLY ON THE SIGNATURE LINE WITHOUT COMPLETION OF ANY OTHER BLANK SPOTS ON THE ASSIGNMENT. THE PURPOSE OF THIS ASSIGNMENT IS TO ENABLE THE COMPANY TO EXERCISE ITS "REPURCHASE OPTION" SET FORTH IN THE STOCK OPTION AGREEMENT AND STOCK OPTION PLAN WITHOUT REQUIRING ADDITIONAL SIGNATURES ON THE PART OF PURCHASER.

EXHIBIT D

FLURRY, INC.
AMENDED AND RESTATED
2005 STOCK OPTION PLAN

INVESTMENT REPRESENTATION STATEMENT

In connection with the purchase of _____ shares of Flurry, Inc. (the "Corporation") Common Stock, the undersigned,_____ (the "Optionee") represents to the Corporation the following:

(a) Optionee is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities. Optionee is acquiring these Securities for investment for Optionee's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

(b) Optionee acknowledges and understands that the Securities constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon among other things, the bona fide nature of Optionee's investment intent as expressed herein. Optionee further understands that the Securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Optionee further acknowledges and understands that the Company is under no obligation to register the Securities. Optionee understands that the certificate evidencing the Securities will be imprinted with a legend which prohibits the transfer of the Securities unless they are registered or such registration is not required in the opinion of counsel satisfactory to the Company.

(c) Optionee is familiar with the provisions of Rule 701 and Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. In the event that the Company does not qualify under Rule 701 at the time of grant of the Option, then the Securities may be resold in certain limited circumstances subject to the provisions of Rule 144.

(d) Optionee further understands that in the event all of the applicable requirements of Rule 701 or 144 are not satisfied, registration under the Securities Act or a registration exemption will be required. Optionee understands that no assurances can be given that any such other registration exemption will be available in such event.

(e) Optionee understands that the certificate evidencing the Securities will be imprinted with a legend which prohibits the transfer of the Securities without the consent of the Commissioner of Corporations of California. Optionee has read the applicable Commissioner's Rules with respect to such restriction, a copy of which is attached.

Signature of Optionee

Print Name: _____

Date: _____

FLURRY, INC.
STOCK OPTION AGREEMENT FOR NON-U.S. OPTIONEES

1. Grant of Option. Flurry, Inc. (the "Corporation") hereby grants to _____ (the "Optionee") an option to purchase _____ shares of common stock of the Corporation (the "Shares"), on the terms and conditions set forth in this stock option agreement, including any special terms and conditions set forth in the appendix for the Optionee's country (the "Appendix"), which is attached hereto as Exhibit E (collectively, the "Agreement") and the Flurry, Inc. 2005 Amended and Restated Stock Option Plan (the "Plan"). This option is granted as of _____, __ the "Grant Date"). A copy of the Plan is attached hereto as Exhibit A, and its provisions are incorporated into this Agreement by reference. In the event of any conflict between this Agreement and the Plan, the terms of the Plan shall govern.

2. Exercise Price. The exercise price of the Shares to be purchased pursuant to this option is $_____ U.S. per Share.

3. Tax Status. This option is intended to be a non-statutory stock option.

4. Exercisability of Option.

(a) This option shall be exercisable only to the extent that the Shares have become vested pursuant to Section 4(b) or (c) below.

(b) The Optionee's "Vesting Base Date" is _____,___. For so long as Optionee is providing continuous "Service" to the Corporation (as defined in the Plan), this option shall vest as to __% of the total Shares subject to the option on the date that is _____ from the Vesting Base Date, then an additional 1/__ of such total Shares shall vest after the passage of each full _____ thereafter (assuming continued provision of Service by Optionee), so that the option shall be fully vested on _____.

(c) In the event of a Change in Control as defined in the Plan, the vesting applicable to this option shall be accelerated in the manner described in Section 10(b) of the Plan if this option is neither assumed nor substituted.

5. Termination of Option. This option shall terminate and shall no longer be exercisable on the first to occur of (i) the 10th annual anniversary of the Grant Date, (ii) the last date for exercising the option following termination of the Optionee's Service as described in Section 9 of the Plan or (iii) its termination in connection with a Change in Control as provided under Section 10(c) of the Plan.

6. Method of Exercise. This option may be exercised only by delivery pursuant to Section 18 of this Agreement of an exercise notice (the current form of which is attached as Exhibit B), specifying the election to exercise this option and the number of Shares for which it is being exercised, and the aggregate exercise price. In certain cases, an Investment Representation Statement in the form attached hereto as Exhibit D may also be required. No exercise for fractional Shares shall be permitted. Payment of the exercise price for the number of

Shares for which the option is being exercised shall be made in cash, by check or cash equivalent. As a condition to the exercise of this option, Optionee agrees to make adequate provision for any Tax-Related Items, as defined and further described in Section 8 of this Agreement.

7. Restrictions on Shares Acquired.

Shares acquired hereunder are subject to the Corporation's share repurchase rights described in Section 11 of the Plan and restrictions on transfer described in Section 12(a) of the Plan and may become subject to a lockup agreement as referred to in Section 12 of the Plan.

8. Responsibility for Taxes.

Regardless of any action the Corporation or Optionee's employer (the "Employer") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax related items related to Optionee's participation in the Plan and legally applicable to Optionee ("Tax-Related Items"), Optionee acknowledges that the ultimate liability for all Tax- Related Items is and remains Optionee's responsibility and may exceed the amount actually withheld by the Corporation or the Employer. Optionee further acknowledges that the Corporation and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the option, including, but not limited to, the grant, vesting or exercise of the option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the option to reduce or eliminate Optionee's liability for Tax-Related Items or achieve any particular tax result. Further, if Optionee has become subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable or tax withholding event, as applicable, Optionee acknowledges that the Corporation and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the relevant taxable or tax withholding event, as applicable, Optionee will pay or make adequate arrangements satisfactory to the Corporation and/or the Employer to satisfy all Tax-Related Items. In this regard, Optionee authorizes the Corporation and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax- Related Items by one or a combination of the following: (i) withholding from Optionee's wages or other cash compensation paid to Optionee by the Corporation and/or the Employer; or (ii) withholding from proceeds of the sale of Shares acquired at exercise of the option either through a voluntary sale or through a mandatory sale arranged by the Corporation (on Optionee's behalf pursuant to this authorization); or (iii) withholding in Shares to be issued at exercise of the option.

To avoid any negative accounting treatment, the Corporation may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Optionee is deemed to have been issued the full number of Shares subject to the exercised option, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of Optionee's participation in the Plan.

Finally, Optionee shall pay to the Corporation or the Employer any amount of Tax- Related Items that the Corporation or the Employer may be required to withhold or account for as a result of Optionee's participation in the Plan that cannot be satisfied by the means previously described. The Corporation may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Optionee fails to comply with his or her obligations in connection with the Tax-Related Items.

9. Data Privacy.

Optionee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Optionee's personal data as described in this Agreement and any other option grant materials by and among, as applicable, the Employer, the Corporation and its subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing Optionee's participation in the Plan.

Optionee understands that the Corporation and the Employer may hold certain personal information about Optionee, including, but not limited to, Optionee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares or directorships held in the Corporation, details of all options or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in Optionee's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Data").

Optionee understands that Data will be transferred to any third parties assisting the Corporation with the implementation, administration and management of the Plan. Optionee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than Optionee's country. Optionee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting Optionee's local human resources representative. Optionee authorizes the Corporation and any other possible recipients which may assist the Corporation (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing his or her participation in the Plan. Optionee understands that Data will be held only as long as is necessary to implement, administer and manage Optionee's participation in the Plan. Optionee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Optionee understands, however, that refusing or withdrawing his or her consent may affect Optionee's ability to participate in the Plan. For more information on the consequences of Optionee's refusal to consent or withdrawal of consent, Optionee understands that he or she may contact his or her local human resources representative.

10. Nature of Grant. In accepting the option, Optionee acknowledges, understands and agrees that:

a. the Plan is established voluntarily by the Corporation, it is discretionary in nature, and may be amended, suspended or terminated by the Corporation at any time;

b. the grant of the option is voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted repeatedly in the past;

c. all decisions with respect to future option grants, if any, will be at the sole discretion of the Corporation;

d. Optionee's participation in the Plan shall not create a right to further Service and shall not interfere with the ability of the Employer to terminate Optionee's Service relationship (if any) at any time;

e. Optionee is voluntarily participating in the Plan;

f. the option and any Shares acquired under the Plan are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Corporation or the Employer, and which is outside the scope of Optionee's Service contract, if any;

g. the option and any Shares acquired under the Plan are not intended to replace any pension rights or compensation;

h. the option and any Shares acquired under the Plan are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past Services for the Corporation, the Employer, or any subsidiary or affiliate of the Corporation;

i. the option grant and Optionee's participation in the Plan will not be interpreted to form a Service contract or relationship with the Corporation or any subsidiary or affiliate of the Corporation;

j. the future value of the Shares underlying the option is unknown and cannot be predicted with certainty;

k. if the underlying Shares do not increase in value, the option will have no value;

l. if Optionee exercises the option and acquires Shares, the value of such Shares may increase or decrease in value, even below the exercise price;

m. no claim or entitlement to compensation or damages shall arise from forfeiture of the option resulting from termination of Optionee's Service (for any reason whatsoever and whether or not in breach of local labor laws and whether or not later found to be invalid) and in consideration of the grant of the option to which Optionee is otherwise not entitled, Optionee irrevocably agrees never to institute any claim against the Corporation or the Employer, waives his or her ability, if any, to bring any such claim, and releases the Corporation and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Optionee shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claims; and

n. in the event of termination of Optionee's Service (whether or not in breach of local labor laws and whether or not later found to be invalid), Optionee's right to vest in the option under the Plan, if any, will terminate effective as of the date that Optionee is no longer actively employed or rendering services and will not be extended by any notice period mandated under local law (*e.g.*, active Service would not include a period of "garden leave" or similar period pursuant to local law); furthermore, in the event of termination of Optionee's Service (whether or not in breach of local labor laws and whether or not later to be found invalid), Optionee's right to exercise the option after termination of Service, if any, will be measured by the date of termination of Optionee's active Service and will not be extended by any notice period mandated under local law; the Administrator shall have the exclusive discretion to determine when Optionee is no longer actively employed or rendering services for purposes of his or her option grant (including whether Optionee may still be considered actively employed or rendering services while on an approved leave of absence, as provided in Section 9 of the Plan).

11. No Advice Regarding Grant. The Corporation is not providing any tax, legal or financial advice, nor is the Corporation making any recommendations regarding Optionee's participation in the Plan, or Optionee's acquisition or sale of the underlying Shares. Optionee is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

12. Governing Law and Venue. The option grant and the provisions of this Agreement are governed by, and subject to, the laws of the State of California, U.S.A., without regard to the conflict of law provisions. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this grant or the Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of Santa Clara County, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this grant is made and/or to be performed.

13. Electronic Delivery. The Corporation may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. Optionee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Corporation or a third party designated by the Corporation.

14. Language. If Optionee has received this Agreement, or any other document related to the option and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

15. Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

16. Appendix. The option shall be subject to any special terms and conditions set forth in the Appendix. If Optionee relocates to one of the countries included in the Appendix

during the life of the option, the special terms and conditions for such country shall apply to Optionee, to the extent the Corporation determines that the application of such provisions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

17. Imposition of Other Requirements. The Corporation reserves the right to impose other requirements on the option and the Shares purchased upon exercise of the option, to the extent the Corporation determines it is necessary or advisable in order to comply with local laws or facilitate the administration of the Plan, and to require Optionee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

18. Notices. Any notice or other communication under this Agreement must be in writing and shall be effective upon hand delivery; upon fax transmission to either party at the number provided below for that party, but only upon receipt by the transmitting party of a written confirmation of receipt; or three (3) business days after deposit in the U.S. or equivalent foreign mail, postage prepaid, certified or registered, and addressed to the Corporation or to Optionee at the appropriate address below. Each party is obligated to notify the other in writing of any change in address. Notice of change of address shall be effective only when done in accordance with this section.

If to the Corporation, to:
Flurry, Inc.
360 3rd Street, Suite 750
San Francisco, CA 94107

Attention: CEO
Fax No.: _____

If to Optionee, to:
Employee Name: _____
_____
_____

Fax No.: _____

AGREED:

FLURRY, INC.

By: _____ Date: _____
Simon Khalaf, CEO

Optionee: By executing this Agreement, Optionee acknowledges receipt of a copy of the separate document titled "Flurry, Inc. Amended and Restated 2005 Stock Option Plan," which contains many of the provisions of this Agreement.

_____ _____
Signature of Optionee Date

EXHIBIT A

FLURRY, INC.
AMENDED AND RESTATED
2005 STOCK OPTION PLAN

EXHIBIT B

FLURRY, INC.
AMENDED AND RESTATED
2005 STOCK OPTION PLAN

EXERCISE NOTICE FOR NON-U.S. OPTIONEES

Flurry, Inc.

_____

_____

I hereby exercise the following stock options:

Grant Date	Number of Options	Price per Share	Total Exercise Price	Withholding Taxes	Total

Total Due:

Concurrently with the delivery of this exercise notice to the Corporation, I hereby pay to the Corporation the total due as indicated above.

Signature of Optionee _____

Print Optionee's Name: _____

Address: _____

_____

Employee ID Number: _____

EXHIBIT C

Assignment Separate From Certificate

FOR VALUE RECEIVED _____ ("Purchaser") hereby sells, assigns and transfers unto FLURRY, INC., a Delaware corporation (the "Company"), _____ (_____) shares of Common Stock of the Company represented by Certificate No. _____ herewith and does hereby irrevocably constitute and appoint _____ Attorney to transfer the said stock on the books of the Company with full power of substitution in the premises.

Dated: _____, 20__.

_____

_____

Signature

Spousal Consent (if required)

_____ (Purchaser's spouse) indicates by the execution of this Assignment his or her consent to be bound by the terms herein as to his or her interests, whether as community property or otherwise, if any, in the Shares.

_____

Signature

PURCHASER TO SIGN ONLY ON THE SIGNATURE LINE WITHOUT COMPLETION OF ANY OTHER BLANK SPOTS ON THE ASSIGNMENT. THE PURPOSE OF THIS ASSIGNMENT IS TO ENABLE THE COMPANY TO EXERCISE ITS "REPURCHASE OPTION" SET FORTH IN THE STOCK OPTION AGREEMENT AND STOCK OPTION PLAN WITHOUT REQUIRING ADDITIONAL SIGNATURES ON THE PART OF PURCHASER.

EXHIBIT D

FLURRY, INC.
AMENDED AND RESTATED
2005 STOCK OPTION PLAN

INVESTMENT REPRESENTATION STATEMENT

In connection with the purchase of _____ shares of Flurry, Inc. (the "Corporation") Common Stock, the undersigned,_____ (the "Optionee") represents to the Corporation the following:

1. Optionee is aware of the Corporation's business affairs and financial condition and has acquired sufficient information about the Corporation to reach an informed and knowledgeable decision to acquire the Securities. Optionee is acquiring these Securities for investment for Optionee's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the U.S. Securities Act of 1933, as amended (the "Securities Act").

2. Optionee acknowledges and understands that the Securities constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon among other things, the bona fide nature of Optionee's investment intent as expressed herein. In this connection, Optionee understands that, in the view of the U.S. Securities and Exchange Commission, the statutory basis for such exemption may be unavailable if Optionee's representation was predicated solely upon a present intention to hold these Securities for the minimum capital gains period specified under tax statutes, for a deferred sale, for or until an increase or decrease in the market price of the Securities, or for a period of one year or any other fixed period in the future. Optionee further understands that the Securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Optionee further acknowledges and understands that the Corporation is under no obligation to register the Securities. Optionee understands that the certificate evidencing the Securities will be imprinted with a legend which prohibits the transfer of the Securities unless they are registered or such registration is not required in the opinion of counsel satisfactory to the Corporation.

3. Optionee is familiar with the provisions of Rule 701 and Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. Rule 701 provides that if the issuer qualifies under Rule 701 at the time of the grant of the Option to the Optionee, the exercise will be exempt from registration under the Securities Act. In the event the Corporation becomes subject to the reporting requirements of Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, ninety (90) days thereafter (or such longer period as any market stand-off agreement may require) the Securities exempt under Rule 701 may be resold, subject to the satisfaction of certain of the conditions specified by Rule 144, including: (1) the resale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker (as said term is defined under the U.S. Securities Exchange Act of 1934); and, in the case of an

affiliate, (2) the availability of certain public information about the Corporation, (3) the amount of Securities being sold during any three month period not exceeding the limitations specified in Rule 144(e), and (4) the timely filing of a Form 144, if applicable.

4. In the event that the Corporation does not qualify under Rule 701 at the time of grant of the Option, then the Securities may be resold in certain limited circumstances subject to the provisions of Rule 144, which requires the resale to occur not less than one year after the later of the date the Securities were sold by the Corporation or the date the Securities were sold by an affiliate of the Corporation, within the meaning of Rule 144; and, in the case of acquisition of the Securities by an affiliate, or by a non-affiliate who subsequently holds the Securities less than two years, the satisfaction of the conditions set forth in sections (1), (2), (3) and (4) of the paragraph immediately above.

5. Optionee hereby agrees that if so requested by the Corporation or any representative of the underwriters in connection with any registration of the offering of any securities of the Corporation under the Securities Act, Optionee shall not sell or otherwise transfer any Securities or other securities of the Corporation during the 180-day period following the effective date of a registration statement of the Corporation filed under the Securities Act; provided, however, that such restriction shall only apply to public offerings which include securities to be sold on behalf of the Corporation to the public in an underwritten public offering under the Securities Act. The Corporation may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such 180-day period.

6. Optionee further understands that in the event all of the applicable requirements of Rule 701 or 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rules 144 and 701 are not exclusive, the Staff of the U.S. Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144 or 701 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. Optionee understands that no assurances can be given that any such other registration exemption will be available in such event.

7. Optionee understands that the certificate evidencing the Securities will be imprinted with a legend which prohibits the transfer of the Securities without the consent of the Commissioner of Corporations of California (U.S.A.). Optionee has read the applicable Commissioner's Rules with respect to such restriction, a copy of which is attached.

_____

Signature of Optionee

Print Name: _____

Date: _____

EXHIBIT E

FLURRY, INC.
STOCK OPTION AGREEMENT FOR NON-U.S. OPTIONEES
APPENDIX

Terms and Conditions

This Appendix includes additional terms and conditions that govern the option granted to Optionee under the Plan if he or she is in one of the countries listed below. Certain capitalized terms used but not defined in this Appendix have the meanings set forth in the Plan or the Agreement.

Notifications

This Appendix may also include information regarding exchange controls and certain other issues of which Optionee should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control, and other laws in effect in the respective countries as of November 2011. Such laws are often complex and change frequently. As a result, the Corporation strongly recommends that Optionee not rely on the information in this Appendix as the only source of information relating to the consequences of Optionee's participation in the Plan because the information may be out of date at the time Optionee exercises the option or sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to Optionee's particular situation, and the Corporation is not in a position to assure Optionee of a particular result. Accordingly, Optionee is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to Optionee's situation.

Finally, if Optionee is a citizen or resident of a country other than the one in which he or she is currently working, or is considered a resident of another country for local law purposes, or if Optionee transfers employment and/or residency to another country after the option has been granted, the notifications contained herein may not be applicable in the same manner. In addition, the Corporation shall, in its sole discretion, determine to what extent the terms and conditions included herein will apply under these circumstances.

INDIA

Terms and Conditions

Method of Exercise. This provision supplements Section 6 (Method of Exercise) of the Agreement.

Due to legal restrictions in India, if the Shares are listed on a recognized national securities exchange at the time of exercise, Optionee may not exercise the option using a cashless sell-to- cover exercise, whereby Optionee directs a broker or transfer agent to sell some (but not all) of the exercised Shares subject to the option and deliver to the Corporation the amount of the sale

proceeds to pay the exercise price and any Tax-Related Items. However, payment of the exercise price may be made by any of the other methods of payment set forth in the Agreement. The Corporation reserves the right to provide Optionee with this method of payment depending on the development of local law.

Notifications

Exchange Control Notification. If Optionee remits funds outside of India to exercise the option, it is Optionee's responsibility to comply with any applicable exchange control regulations in India. In particular, it will be Optionee's obligation to determine whether approval from the Reserve Bank of India is required prior to exercise or whether Optionee has exhausted the investment limit of US$200,000 for the relevant fiscal year. Further, Optionee must repatriate the proceeds from the sale of Shares to India within 90 days after receipt. Optionee must retain the foreign inward remittance certificate received from the bank where the foreign currency is deposited in the event that the Reserve Bank of India or the Employer requests proof of repatriation. It is Optionee's responsibility to comply with these requirements.

UNITED KINGDOM

Terms and Conditions

Tax Reporting and Payment Liability. The following provision supplements Section 8 (Responsibility for Taxes) of the Agreement:

Optionee agrees that, to the extent tax withholding is required with respect to the option, if the Employer or the Corporation does not withhold or otherwise collect the full amount of income tax that Optionee may owe due to the exercise of the option or release, assignment or cancellation of the option (the "Chargeable Event") from Optionee within ninety (90) days after the Chargeable Event or such other period as required by U.K. law (the "Due Date"), then the amount that should have been withheld or collected shall constitute a loan owed by Optionee to the Employer, effective on the Due Date. Optionee agrees that the loan will bear interest at the then-current Official Rate of Her Majesty's Revenue & Customs ("HMRC") and it will be immediately due and repayable by Optionee, and the Corporation and/or the Employer may recover it at any time thereafter by any of the means referred to in Section 8 of the Agreement.

Notwithstanding the foregoing, if Optionee is an executive officer or director (as within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), the terms of the provision above will not apply. In the event that Optionee is an executive office or director and income tax is not collected from or paid by Optionee by the Due Date, the amount of any uncollected income tax may constitute a benefit to Optionee on which additional income tax and National Insurance Contributions ("NICs") may be payable. Optionee understands that he or she will be responsible for reporting any income tax and NICs due on this additional benefit directly to HMRC under the self-assessment regime.

Section 431 Election. As a condition of participation in the Plan and the exercise of the option, Optionee agrees that, jointly with the Employer, he or she shall enter into a joint election within Section 431 of the U.K. Income Tax (Earnings and Pensions) Act 2003 ("ITEPA 2003") in respect of computing any tax charge on the acquisition of "Restricted Securities" (as defined in

Sections 423 and 424 of ITEPA 2003), and that Optionee will not revoke such election at any time. This election will be to treat the Shares acquired pursuant to the exercise of the option as if such Shares were not Restricted Securities (for U.K. tax purposes only). Optionee must enter into the form of election, concurrent with the execution of the Agreement, or at such subsequent time as may be designated by the Corporation.

(431 Election Form on the next page)

FLURRY, INC.
AMENDED AND RESTATED
2005 STOCK OPTION PLAN

Joint Election under s431 ITEPA 2003 for full or partial disapplication of Chapter 2 Income Tax (Earnings and Pensions) Act 2003

One Part Election

1. Between

the Employee: _____

whose National Insurance Number is _____

and

the Corporation (who is the Employee's employer): _____

of Corporation's Registration Number _____

2. Purpose of Election

This joint election is made pursuant to section 431(1) or 431(2) Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and applies where employment-related securities, which are restricted securities by reason of section 423 ITEPA, are acquired.

The effect of an election under section 431(1) is that, for the relevant Income Tax and National Insurance Contributions ("NICs") purposes, the employment-related securities and their market value will be treated as if they were not restricted securities and that sections 425 to 430 ITEPA do not apply. An election under section 431(2) will ignore one or more of the restrictions in computing the charge on acquisition. Additional Income Tax will be payable (with PAYE and NICs where the securities are Readily Convertible Assets).

Should the value of the securities fall following the acquisition, it is possible that Income Tax/NICs that would have arisen because of any future chargeable event (in the absence of an election) would have been less than the Income Tax/NICs due by reason of this election. Should this be the case, there is no Income Tax/NICs relief available under Part 7 of ITEPA 2003; nor is it available if the securities acquired are subsequently transferred, forfeited or revert to the original owner.

3. Application

This joint election is made not later than 14 days after the date of acquisition of the securities by the employee and applies to:

Number of securities:	All securities to be acquired by Employee pursuant to the option granted on [insert grant date] under the terms of the Flurry, Inc. Amended and Restated 2005 Stock Option Plan.

Description of securities: Shares of common stock

Name of issuer of securities: Flurry, Inc.

to be acquired by the Employee after [date] under the terms of the Flurry, Inc. Amended and Restated 2005 Stock Option Plan.

4. Extent of Application

This election disapplies to

S.431(1) ITEPA: All restrictions attaching to the securities

5. Declaration

This election will become irrevocable upon the later of its signing or the acquisition (and each subsequent acquisition) of employment-related securities to which this election applies. In signing this joint election, we agree to be bound by its terms as stated above.

..... …/…/……
Signature (Employee) Date

..... …/…/……
Signature (for and on behalf of the Company) Date

.....
Position in company

Note: Where the election is in respect of multiple acquisitions, prior to the date of any subsequent acquisition of a security it may be revoked by agreement between the employee and employer in respect of that and any later acquisition.

FLURRY, INC.
STOCK OPTION AGREEMENT

1. Grant of Option. Flurry, Inc. (the "Corporation") hereby grants to [_____] (the "Optionee") an option to purchase [_____] shares of common stock of the Corporation (the "Shares"), on the terms and conditions set forth in this Agreement and the Flurry, Inc. 2005 Amended and Restated Stock Option Plan (the "Plan"). This option is granted as of [_____] (the "Grant Date"). A copy of the Plan is attached hereto as Exhibit A, and its provisions are incorporated into this Agreement by reference. In the event of any conflict between this Agreement and the Plan, the terms of the Plan shall govern.

2. Exercise Price. The exercise price of the Shares to be purchased pursuant to this option is $[_____] U.S. per Share.

3. Tax Status. This option is an incentive stock option within the meaning of §422(b) of the Internal Revenue Code of 1986.

4. Exercisability of Option.

(a) This option is immediately and fully exercisable, upon completion of the Exercise Notice (Exhibit B), the Assignment Separate from Certificate (Exhibit C) and, as applicable, the Investment Representation Statement (Exhibit D). If the Optionee exercises this option to purchase Shares that are not yet vested (see Section 7), the Optionee understands that he or she should consult with his or her tax advisor regarding the advisability of filing with the Internal Revenue Service an election under Code §83(b), in the form attached hereto as Exhibit E, which must be filed no later than thirty (30) days after the date on which the Optionee exercises the option.

(b) The Optionee's "Vesting Base Date" is [_____]. For so long as Optionee is providing continuous Service to the Corporation as defined in the Plan, this option shall vest as to [__%] of the total Shares subject to the option as of [_____] from the Vesting Base Date, then an additional [1/__] of such total Shares shall vest after the passage of each full _____ thereafter (assuming continued provision of Service by Optionee), so that the option shall be fully vested on _____.

(c) In the event of a Change in Control as defined in the Plan, the vesting applicable to this option shall be accelerated in the manner described in Section 10(b) of the Plan if this option is neither assumed nor substituted.

5. Termination of Option. This option is no longer exercisable on the first to occur of (i) the 10th annual anniversary of the Grant Date, (ii) the last date for exercising the option following termination of the Optionee's Service as described in Section 9 of the Plan or (iii) its termination in connection with a Change in Control as provided under Section 10(c) of the Plan.

6. Method of Exercise. This option may be exercised only by delivery pursuant to Section 8 of this Agreement of an exercise notice (the current form of which is attached as Exhibit B), specifying the election to exercise this option and the number of Shares for which it is being exercised. In certain cases, an Investment Representation Statement in the form attached

hereto as Exhibit D may also be required. No exercise for fractional Shares shall be permitted. Payment of the exercise price for the number of Shares for which the option is being exercised shall be made in cash, by check or cash equivalent.

7. Restrictions on Shares Acquired.

Shares acquired hereunder are subject to the Corporation's share repurchase rights described in Section 11 and 12(a) of the Plan and right of first refusal described in Section 12(c) of the Plan and may become subject to a lockup agreement as referred to in Section 12(d) of the Plan.

8. Notices. Any notice or other communication under this Agreement must be in writing and shall be effective upon hand delivery; upon fax transmission to either party at the number provided below for that party, but only upon receipt by the transmitting party of a written confirmation of receipt; or three (3) business days after deposit in the U.S. mail, postage prepaid, certified or registered, and addressed to the Corporation or to Optionee at the appropriate address below. Each party is obligated to notify the other in writing of any change in address. Notice of change of address shall be effective only when done in accordance with this section.

If to the Corporation, to:
Flurry, Inc.
282 Second Street, Suite 202
San Francisco, CA 94105

Attention: CEO
Fax No.: _____

If to Optionee, to:
[_____]
_____
_____

Fax No.:

AGREED:

FLURRY, INC.

By: _____ Date: _____
Simon Khalaf, CEO

Optionee: By executing this Agreement, Optionee acknowledges receipt of a copy of the separate document titled "Flurry, Inc. Amended and Restated 2005 Stock Option Plan," which contains many of the provisions of this Agreement.

_____ _____
Signature of Optionee Date

EXHIBIT A

FLURRY, INC.
AMENDED AND RESTATED
2005 STOCK OPTION PLAN

EXHIBIT B

FLURRY, INC.
AMENDED AND RESTATED
2005 STOCK OPTION PLAN

EXERCISE NOTICE

Flurry, Inc.

_____

_____

I hereby exercise the following stock options:

Grant Date	Number of ISOs	Number of NSOs	Price per Share	Total Exercise Price	Withholding Taxes if Non-Qualified	Total

Total Due:

Concurrently with the delivery of this exercise notice to the Corporation, I hereby pay to the Corporation the total due as indicated above.

Signature of Optionee _____

Print Optionee's Name: _____

Address: _____

Social Security Number:

EXHIBIT C

Assignment Separate From Certificate

FOR VALUE RECEIVED _____ ("Purchaser") hereby sells, assigns and transfers unto FLURRY, INC., a Delaware corporation (the "Company"), _____ (_____) shares of Common Stock of the Company represented by Certificate No. _____ herewith and does hereby irrevocably constitute and appoint _____ Attorney to transfer the said stock on the books of the Company with full power of substitution in the premises.

Dated: _____, 20__.

_____

_____

Signature

Spousal Consent

_____ (Purchaser's spouse) indicates by the execution of this Assignment his or her consent to be bound by the terms herein as to his or her interests, whether as community property or otherwise, if any, in the Shares.

_____

Signature

PURCHASER TO SIGN ONLY ON THE SIGNATURE LINE WITHOUT COMPLETION OF ANY OTHER BLANK SPOTS ON THE ASSIGNMENT. THE PURPOSE OF THIS ASSIGNMENT IS TO ENABLE THE COMPANY TO EXERCISE ITS "REPURCHASE OPTION" SET FORTH IN THE STOCK OPTION AGREEMENT AND STOCK OPTION PLAN WITHOUT REQUIRING ADDITIONAL SIGNATURES ON THE PART OF PURCHASER.

EXHIBIT D

FLURRY, INC.
AMENDED AND RESTATED
2005 STOCK OPTION PLAN

INVESTMENT REPRESENTATION STATEMENT

In connection with the purchase of _____ shares of Flurry, Inc. (the "Corporation") Common Stock, the undersigned,_____ (the "Optionee") represents to the Corporation the following:

1. Optionee is aware of the Corporation's business affairs and financial condition and has acquired sufficient information about the Corporation to reach an informed and knowledgeable decision to acquire the Securities. Optionee is acquiring these Securities for investment for Optionee's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

2. Optionee acknowledges and understands that the Securities constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon among other things, the bona fide nature of Optionee's investment intent as expressed herein. In this connection, Optionee understands that, in the view of the Securities and Exchange Commission, the statutory basis for such exemption may be unavailable if Optionee's representation was predicated solely upon a present intention to hold these Securities for the minimum capital gains period specified under tax statutes, for a deferred sale, for or until an increase or decrease in the market price of the Securities, or for a period of one year or any other fixed period in the future. Optionee further understands that the Securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Optionee further acknowledges and understands that the Corporation is under no obligation to register the Securities. Optionee understands that the certificate evidencing the Securities will be imprinted with a legend which prohibits the transfer of the Securities unless they are registered or such registration is not required in the opinion of counsel satisfactory to the Corporation.

3. Optionee is familiar with the provisions of Rule 701 and Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. Rule 701 provides that if the issuer qualifies under Rule 701 at the time of the grant of the Option to the Optionee, the exercise will be exempt from registration under the Securities Act. In the event the Corporation becomes subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, ninety (90) days thereafter (or such longer period as any market stand-off agreement may require) the Securities exempt under Rule 701 may be resold, subject to the satisfaction of certain of the conditions specified by Rule 144, including: (1) the resale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker (as said term

is defined under the Securities Exchange Act of 1934); and, in the case of an affiliate, (2) the availability of certain public information about the Corporation, (3) the amount of Securities being sold during any three month period not exceeding the limitations specified in Rule 144(e), and (4) the timely filing of a Form 144, if applicable.

4. In the event that the Corporation does not qualify under Rule 701 at the time of grant of the Option, then the Securities may be resold in certain limited circumstances subject to the provisions of Rule 144, which requires the resale to occur not less than one year after the later of the date the Securities were sold by the Corporation or the date the Securities were sold by an affiliate of the Corporation, within the meaning of Rule 144; and, in the case of acquisition of the Securities by an affiliate, or by a non-affiliate who subsequently holds the Securities less than two years, the satisfaction of the conditions set forth in sections (1), (2), (3) and (4) of the paragraph immediately above.

5. Optionee hereby agrees that if so requested by the Corporation or any representative of the underwriters in connection with any registration of the offering of any securities of the Corporation under the Securities Act, Optionee shall not sell or otherwise transfer any Securities or other securities of the Corporation during the 180-day period following the effective date of a registration statement of the Corporation filed under the Securities Act; provided, however, that such restriction shall only apply to public offerings which include securities to be sold on behalf of the Corporation to the public in an underwritten public offering under the Securities Act. The Corporation may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such 180-day period.

6. Optionee further understands that in the event all of the applicable requirements of Rule 701 or 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rules 144 and 701 are not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144 or 701 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. Optionee understands that no assurances can be given that any such other registration exemption will be available in such event.

7. Optionee understands that the certificate evidencing the Securities will be imprinted with a legend which prohibits the transfer of the Securities without the consent of the Commissioner of Corporations of California. Optionee has read the applicable Commissioner's Rules with respect to such restriction, a copy of which is attached.

_____

Signature of Optionee

Print Name: _____

Date: _____

EXHIBIT E

ELECTION UNDER SECTION 83(b)
OF THE INTERNAL REVENUE CODE

The undersigned hereby makes an election pursuant to Section 83(b) of the Internal Revenue Code with respect to the property described below and supplies the following information in accordance with the regulations promulgated thereunder:

(i) The name, address, and social security number of the undersigned:

_____

_____

_____

Social Security No.:

(ii) Description of property with respect to which the election is being made:

_____ shares of common stock of Flurry, Inc. (the "Company").

(iii) The date on which the property was transferred is _____, 20__

(iv) The taxable year to which this election relates is calendar year 20__.

(v) Nature of restrictions to which the property is subject:

The shares of stock transferred to the undersigned taxpayer are subject to the provisions of a Stock Option Agreement between the undersigned and the Company. Pursuant to the provisions of the Agreement, the Company will have the right to repurchase the stock at a price which may be less than the fair market value of the shares in the event of the undersigned's termination of service to the Company.

(vi) The fair market value of the property at the time of transfer (determined without regard to any lapse restriction) was $_____ per share, for a total of $_____.

(vii) The amount paid by taxpayer for the property was $_____.

(viii) A copy of this statement has been furnished to the Company.

Dated: _____, 20__

_____

Printed Name: _____

Exhibit 4.3

FLURRY, INC.

OPTION HOLDER NOTICE AND ACKNOWLEDGEMENT

As you know, Flurry, Inc. (the "**Company**") has entered into an Agreement and Plan of Merger with Yahoo! Inc. ("**Parent**") and certain other parties thereto, dated July 21, 2014 (the "**Merger Agreement**"), which will result in the Company becoming a wholly-owned subsidiary of Parent (the "**Merger**"). The Merger is expected to close as early as August 15, 2014, subject to customary closing conditions (the actual time for consummation of the Merger, the "**Effective Time**").

What follows is a description of the treatment in the Merger of outstanding options to purchase Company common stock ("**Company Options**") granted under the Company's Amended and Restated 2005 Stock Option Plan, as in effect from time to time (the "**Plan**"). Please read this notice carefully. Additionally, and in order to timely process and deliver any cash payments or substituted Parent stock options to which you might become entitled with respect to your Company Options following the Effective Time, **please sign and return this Notice and Acknowledgement to the Company by August 13, 2014**.

General Background on the Merger Consideration and Indemnification Obligations

Based on an estimated closing date of August 15, 2014, holders of Company common stock will receive approximately $2.87 per share in consideration for their shares in the Merger (the "**Per Share Amount**"); **however, this number is only an estimate and the actual per share consideration received by holders of Company common stock could be higher or lower**.

Not all of the Per Share Amount will be distributed to the holders of Company common stock on or immediately following the Effective Time. A portion of the aggregate Merger consideration will be withheld by Parent (the "**Escrow Amount**") in order to secure Parent's rights of indemnification for, among other things, breach of the representations, warranties, covenants and agreements in the Merger Agreement. An additional portion of the aggregate Merger consideration will be withheld by Parent (the "**Expense Fund Amount**") in order to fund the expenses of Shareholder Representative Services LLC (the "**Representative**") in connection with the performance of its duties under Article 9 of the Merger Agreement. Holders of vested Company Options who become entitled to receive a cash-out payment in connection with the cancellation of their options (as discussed below) will contribute to the Escrow Amount and Expense Fund Amount pro-rata based on the amount of the aggregate Merger consideration that such individual is otherwise entitled to receive relative to all other holders. Each holder's pro-rata share of the Escrow Amount and Expense Fund Amount will be paid to him or her (less applicable withholding taxes) if and to the extent such amounts are released and not otherwise withheld by Parent or used by the Representative, as applicable, at the same time that such holdback amounts are released to all holders of Company equity interests subject to the holdback. The term of the indemnity holdback is generally 18 months.

In certain circumstances, the Merger Agreement provides that Parent may be able to seek indemnification from holders of Company common stock and vested Company Options in excess of the Escrow Amount. In these circumstances, the maximum amount payable by any such holder would be equal to the amount of the total Merger consideration received by such holder; provided, that, there is no limit on the damages Parent can seek to recover from any holder in connection with such holder's own fraud, willful breach or intentional misrepresentation. These provisions are described in detail in Article 9 of the Merger Agreement.

Treatment of Company Options

Vested Company Options

If You Do Not Wish to Exercise Your Vested Company Options Prior to Effective Time

Parent will not assume any Company Options that are vested as of the Effective Time ("**Vested Options**"). The Merger Agreement provides that each unexercised Vested Option outstanding as of the Effective Time (other than certain Vested Options held by Simon Khalaf, David Latham, Sean Galligan, Ioannis Dosios and Richard Firminger (the "**Holdback Employees**") that will lapse in accordance with their terms as of the Effective Time) will be cancelled and converted into the right to receive (less all applicable withholding taxes):

- *Promptly as Practicable After the Effective Time:* an amount in cash equal to the Per Share Amount multiplied by the number of shares of Company common stock subject to such Vested Options minus (a) the aggregate exercise price of all shares subject to such Vested Options and (b) the pro rata share of the Escrow Amount and Expense Fund Amount, to be paid as promptly as practicable after the Effective Time, and
- *Eighteen Months or More After the Effective Time:* an additional cash amount equal to any portion of the pro rata share of the Escrow Amount and Expense Fund Amount required to be made from the holdback funds, as and when such disbursements are required to be made in accordance with the Merger Agreement.

No payment shall be made with respect to any Vested Option with a per share exercise price that equals or exceeds the amount of the Per Share Amount.

You will be requested to complete a letter of transmittal and other ancillary documents to facilitate the payments in respect of your Vested Options. All payments in respect of Vested Options will be reduced by all applicable withholding taxes. Tax withholding will apply only when payments are made to you, either at, or shortly after the Effective Time, or when such funds are released to you from the holdback funds. For U.S. taxpayers, please note that payments received in exchange for the cancellation of Vested Options constitute ordinary income (in the case of current and former employees, subject to income and employment tax withholding) regardless of whether the Vested Option was an incentive stock option or nonstatutory stock option under federal tax laws.

By timely signing and returning this Notice and Acknowledgement, you understand, acknowledge and agree to the treatment of your Vested Options as described above, and as further specified in the Merger Agreement. Copies of the Merger Agreement are on file with the

Company and are available for your review upon request should you desire to understand in greater detail the specific terms and conditions that apply, in particular to Escrow Amount and Expense Fund Amount, under the Merger Agreement.

If You Wish to Exercise Your Vested Company Options Prior to the Effective Time

You may also choose to exercise your Vested Options prior to the Effective Time. If you wish to so exercise, please contact Genna Jones at the Company **no later than 12 PM, Pacific Time, August 13 2014**. **No exercises of Company Options will be permitted after 12 PM, Pacific Time, August 13, 2014.** To exercise, you must provide a completed exercise notice to the Company and pay the aggregate exercise price and any applicable withholding taxes applicable to the Vested Options you are exercising in cash by the above date. As a stockholder of the Company at the Effective Time, a portion of the Merger consideration that you receive for your shares will be held back as described above. For the avoidance of doubt, no Holdback Employee is permitted to exercise his Vested Options.

Exercising Incentive Stock Options: If you exercise Vested Options that qualify as "incentive stock options" ("**Vested ISOs**") under federal tax law, the aggregate amount of the Per Share Amount payable for the underlying shares (including the full amount of the Escrow Amount and Expense Fund Amount potentially payable with respect to those shares) minus the aggregate exercise price applicable to those shares (such difference, the "**Vested Spread**") will be reported as ordinary income to you for U.S. federal income tax purposes. None of the Vested Spread reported to you as ordinary income in connection with your exercise of Vested ISOs will be subject to income or employment tax withholdings under applicable U.S. federal tax law. Please note that you should consider consulting your own tax adviser to understand the amount of employment taxes that will otherwise apply if you choose not to exercise your Vested ISOs.

Exercising Nonstatutory Stock Options: If you exercise Vested Options that do not qualify as incentive stock options and are considered to be "nonstatutory stock options" ("**Vested NSOs**"), the Vested Spread will be reported to you as ordinary income. The full amount so reported will be subject to all applicable income and employment tax withholdings.

Please note that, if your Vested Options remain outstanding at the Effective Time, they will automatically be cancelled and converted into the right to receive the cash amounts described above. EXCEPT AS NOTED IN THE NEXT PARAGRAPH, YOU DO NOT NEED TO EXERCISE YOUR VESTED OPTIONS IN ORDER TO RECEIVE THE CASH AMOUNTS DESCRIBED ABOVE.

However, if your Vested Options will expire prior to the Effective Time or you otherwise want to exercise your Vested Options prior to the Effective Time, please contact Genna Jones by phone or via email as soon as possible to make the appropriate arrangements. The Company will not process option exercises after 12 PM, Pacific Time, August 13, 2014.

Unvested Company Options

Parent will assume all Company Options that are outstanding and unvested as of the Effective Time and are held by a Continuing Employee (each, an "**Assumed Option**"). A "**Continuing Employee**" is someone who is an employee of the Company who continues as an employee of Parent or its subsidiaries immediately following the Effective Time. Each Assumed Option will become an option to purchase a number of shares of Parent common stock equal to the product (rounded down to the next whole number of shares of Parent common stock) of (A) the number of shares of Company common stock that would have been issuable upon exercise of the unvested Company Options immediately prior to the Effective Time and (B) the Equity Exchange Ratio. Each Assumed Option will have a per share exercise price for the shares of Parent common stock payable upon exercise of the Assumed Option equal to the quotient (rounded up to the nearest whole cent) obtained by dividing the exercise price per share of Company common stock at which such unvested Company Options was exercisable immediately prior to the Effective Time by the Equity Exchange Ratio. For these purposes, the "**Equity Exchange Ratio**" is defined in the Merger Agreement and is calculated by dividing the Per Share Amount by the average per share closing trading price for Parent's common stock for the twenty consecutive trading days ending on the date that was two trading days prior to the closing date of the Merger.

Please note that any Assumed Options will otherwise continue to have and be subject to the same terms and conditions (including if applicable the vesting arrangements and other terms set forth in the Plan and applicable option agreement) as are in place immediately prior to the Effective Time, except that the Assumed Options will be administered by Parent, will not have an "early exercise feature" (meaning you would not be able to exercise to purchase unvested shares) and will be treated for tax purposes as nonstatutory stock options.

Parent will not assume any Company Options that are outstanding and unvested as of the Effective Time and are held by a Non-Continuing Employee. A "**Non-Continuing Employee**" includes anyone who will not remain employed by Parent or its subsidiaries after the Effective Time or who is extended an offer of employment by Parent on a transitional basis. Unvested Company Options held by Non-Continuing Employees will be cancelled at the Effective Time without consideration pursuant to the terms of the Plan.

The tax information in this Notice and Acknowledgement is summary information only and is given for your reference. You agree that the Company and its affiliates and successors are not providing and have not provided you with any tax or financial advice with respect to these matters and that you are relying solely on your own tax and other advisers in making any decisions regarding your Company Options. We encourage you to timely consult your own tax and financial advisers on these matters.

* * *

Please indicate your acceptance of the terms and conditions described above by signing and returning this Notice and Acknowledgement to Krissy Nevero no later than the close of business on **August 13, 2014**. It is important that you take this action to receive payments related to your Vested Options and receive Assumed Options with respect to your unvested Company Options.

If you have any questions regarding this notice, the Merger or the transactions contemplated thereby, please contact Robert Komin of the Company. Please note that if the Merger is not consummated, you will not be eligible to receive any of the payments or Assumed Options described in this Notice and Acknowledgement, and your Company Options will remain outstanding in accordance with their terms.

Very truly yours,

FLURRY, INC.

By: _____

Name: Simon Khalaf
Title: Chief Executive Officer

Acknowledgement:

In signing below, I acknowledge and agree to the treatment of my Company Options as described above. I acknowledge and agree that Parent is relying on this waiver and agreement in entering into the Merger Agreement and consummating the transactions contemplated thereby.

In the event the Merger does not close, this agreement will be without force or effect.

Acknowledged and agreed to on August __, 2014.

Optionee:

_____

Signature

_____

Print Name

Exhibit 5.1

[O'Melveny & Myers LLP Letterhead]

September 11, 2014

Yahoo! Inc.
701 First Avenue
Sunnyvale, California 94089

Re: *Registration of Securities of Yahoo! Inc.*

Ladies and Gentlemen:

In connection with the registration of up to 178,183 shares of Common Stock of Yahoo! Inc., a Delaware corporation (the "Company"), par value $0.001 per share (the "Shares"), under the Securities Act of 1933, as amended, pursuant to a Registration Statement on Form S-8 (the "Registration Statement"), filed with the Securities and Exchange Commission on or about the date hereof, such Shares to be issued or delivered pursuant to the Flurry, Inc. Amended and Restated 2005 Stock Option Plan (the "Flurry Plan"), you have requested our opinion set forth below.

In our capacity as counsel, we have examined originals or copies of those corporate and other records of the Company that we considered appropriate.

On the basis of such examination and our consideration of those questions of law we considered relevant, and subject to the limitations and qualifications in this opinion, we are of the opinion that:

(1) the Shares have been duly authorized by all necessary corporate action on the part of the Company; and

(2) when issued in accordance with such authorization, the provisions of the Flurry Plan, and relevant agreements duly authorized by and in accordance with the terms of the Flurry Plan, and upon payment for and delivery of the Shares as contemplated in accordance with the Flurry Plan and either (a) the countersigning of the certificate or certificates representing the Shares by a duly authorized signatory of the registrar for the Company's Common Stock, or (b) the book-entry of the Shares by the transfer agent for the Company's Common Stock in the name of The Depository Trust Company or its nominee, the Shares will be validly issued, fully paid and non-assessable.

We consent to your filing this opinion as an exhibit to the Registration Statement.

Respectfully submitted,

/s/ O'Melveny & Myers LLP

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated February 28, 2014 relating to the consolidated financial statements, financial statement schedule, and the effectiveness of internal control over financial reporting, which appears in Yahoo! Inc.'s Annual Report on Form 10-K for the year ended December 31, 2013.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
San Jose, California
September 11, 2014