

# CISCO SYSTEMS, INC.

## FORM S-8

(Securities Registration: Employee Benefit Plan)

Filed 06/02/09

Address	170 WEST TASMAN DR SAN JOSE, CA 95134-1706
Telephone	4085264000
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Symbol	CSCO
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Industry	Communications Equipment
Sector	Technology
Fiscal Year	07/28

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

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

**CISCO SYSTEMS, INC.**

(Exact Name of Registrant as Specified in Its Charter)

**California**  
(State or Other Jurisdiction  
of Incorporation or Organization)

**77-0059951**  
(I.R.S. Employer  
Identification No.)

**170 West Tasman Drive  
San Jose, California 95134-1706**  
(Address of Principal Executive Offices) (Zip Code)

**Options to purchase stock granted under the Pure Digital Technologies, Inc. 2002 Stock Plan, as amended and options to purchase stock and restricted stock units granted under the Pure Digital Technologies, Inc. 2009 Equity Incentive Plan, and assumed by the Registrant**  
(Full Title of the Plan)

**John T. Chambers**  
**Chairman and Chief Executive Officer**  
**Cisco Systems, Inc.**  
**300 East Tasman Drive**  
**San Jose, California 95134-1706**  
(Name and Address of Agent For Service)

**(408) 526-4000**  
(Telephone Number, including area code, of agent for service)

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 definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

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

**CALCULATION OF REGISTRATION FEE**

Title of Securities To Be Registered	Amount To Be Registered (1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
In respect of assumed stock options: Common Stock, \$0.001 par value per share (2)	2,930,642(2)	\$4.99(3)	\$14,623,903.58(3)	\$816.02(3)
In respect of assumed restricted stock units: Common Stock, \$0.001 par value per share (4)	818,139(4)	\$18.36(5)	\$15,021,032.04(5)	\$838.18(5)
<b>TOTAL</b>	3,748,781	N/A	N/A	\$1,654.20

- (1) This Registration Statement shall also cover any additional shares of Registrant's common stock that become issuable in respect of the securities identified in the above table by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the Registrant's receipt of consideration which results in an increase in the number of the outstanding shares of Registrant's common stock.
- (2) Represents shares subject to issuance upon the exercise of stock options outstanding granted under the Pure Digital Technologies, Inc.

2002 Stock Plan, as amended and the Pure Digital Technologies, Inc. 2009 Equity Incentive Plan, and assumed by the Registrant on May 20, 2009 pursuant to an Agreement and Plan of Merger and Reorganization by and among Registrant, a wholly owned subsidiary of Registrant, Pure Digital Technologies, Inc., and the Stockholders' Agent (the "Merger Agreement").

- (3) Calculated solely for the purposes of this offering under Rule 457(h) of the Securities Act of 1933, as amended, on the basis of the weighted average exercise price of the outstanding options.
  - (4) Represents shares subject to issuance in connection with restricted stock units outstanding granted under the Pure Digital Technologies, Inc. 2009 Equity Incentive Plan, and assumed by the Registrant on May 20, 2009 pursuant to the Merger Agreement.
  - (5) Calculated solely for the purposes of this offering under rule 457(c) and (h) of the Securities Act of 1933, as amended, on the basis of the average of the high and low prices of the Registrant's common stock as reported on The NASDAQ Global Select Market on May 28, 2009.
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**PART II**

**Information Required in the Registration Statement**

**Item 3. Incorporation of Documents by Reference .**

Cisco Systems, Inc. (the “Registrant”) hereby incorporates by reference into this Registration Statement the following documents previously filed with the Securities and Exchange Commission (the “Commission”):

- (a) The Registrant’s Annual Report on Form 10-K for the fiscal year ended July 26, 2008 filed with the Commission on September 15, 2008 pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”);
- (b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Registrant’s Annual Report referred to in (a) above; and
- (c) The description of the Registrant’s Common Stock contained in the Registrant’s Registration Statement on Form 8-A (No. 000-18225) filed with the Commission on January 11, 1990, together with Amendment No. 1 on Form 8-A filed with the Commission on February 15, 1990, and including any other amendments or reports filed for the purpose of updating such description.

All reports and definitive proxy or information statements filed pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the filing of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which de-registers 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 such documents, except as to specific sections of such statements as set forth therein. Unless expressly incorporated into this Registration Statement, a report furnished on Form 8-K prior or subsequent to the date hereof shall not be incorporated by reference into this Registration Statement. Any statement contained in a document 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 in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement.

**Item 4. Description of Securities .**

Not applicable.

**Item 5. Interests of Named Experts and Counsel .**

As of the date of this Registration Statement, attorneys of Fenwick & West LLP beneficially own an aggregate of approximately 225,000 shares of the Registrant’s common stock.

**Item 6. Indemnification of Directors and Officers .**

Section 317 of the California Corporations Code authorizes a court to award or a corporation’s Board of Directors to grant indemnity to directors and officers in terms sufficiently broad to permit indemnification (including reimbursement of expenses incurred) under certain circumstances for liabilities arising under the Securities Act of 1933, as amended (the “Securities Act”). The Registrant’s Restated Articles of Incorporation, as amended, and Amended and Restated Bylaws provide for indemnification of its directors, officers, employees and other agents to the maximum extent permitted by the California Corporations Code. In addition, the Registrant has entered into Indemnification Agreements with each of its directors and officers, and maintains directors’ and officers’ liability insurance under which its directors and officers are insured against loss (as defined in the policy) as a result of certain claims brought against them in such capacities.

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### Item 7. Exemption from Registration Claimed.

Not applicable.

### Item 8. Exhibits.

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
4.1	Restated Articles of Incorporation of Cisco Systems, Inc., as currently in effect.	S-3	333-56004	4.1	February 21, 2001	
4.2	Amended and Restated Bylaws of Cisco Systems, Inc., as currently in effect.	8-K	000-18225	3.1	March 23, 2007	
5.1	Opinion and Consent of Fenwick & West LLP.					X
23.1	Consent of Independent Registered Public Accounting Firm.					X
23.2	Consent of Fenwick & West LLP (contained in Exhibit 5.1).					X
24	Power of Attorney (incorporated by reference to Page II-4 of this Registration Statement).					X
99.1	Pure Digital Technologies, Inc. 2002 Stock Plan, as amended.					X
99.2	Pure Digital Technologies, Inc. 2009 Equity Incentive Plan.					X
99.3	Forms of Cisco Systems, Inc. Stock Option Assumption Agreement.					X
99.4	Forms of Cisco Systems, Inc. Restricted Stock Unit Assumption Agreement.					X

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### 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 the 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 — notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective Registration Statement; and (iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement; provided, however, that clauses (1)(i) and (1)(ii) shall not apply if the information required to be included in a post-effective amendment by those clauses 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; and (3) to remove from registration by means of a post-effective amendment any of the securities being registered that 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 that is incorporated by reference into 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.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the indemnification provisions summarized in Item 6, 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 San Jose, State of California, on June 2, 2009.

**Cisco Systems, Inc.**

By: /s/ John T. Chambers  
John T. Chambers,  
Chairman and Chief Executive Officer

**POWER OF ATTORNEY**

**KNOW ALL PERSONS BY THESE PRESENTS**, that the undersigned officers and directors of Cisco Systems, Inc., a California corporation, do hereby constitute and appoint John T. Chambers, Chairman and Chief Executive Officer, Frank A. Calderoni, Executive Vice President and Chief Financial Officer, and Mark Chandler, Senior Vice President, Legal Services, General Counsel and Secretary, and each of them, the lawful attorneys-in-fact and agents with full power and authority to do any and all acts and things and to execute any and all instruments which said attorneys and agents, and any one of them, determine may be necessary or advisable or required to enable said corporation to comply with the Securities Act of 1933, as amended, and any rules or regulations or requirements of the Securities and Exchange Commission in connection with this Registration Statement. Without limiting the generality of the foregoing power and authority, the powers granted include the power and authority to sign the names of the undersigned officers and directors in the capacities indicated below to this Registration Statement, to any and all amendments, both pre-effective and post-effective, and supplements to this Registration Statement, and to any and all instruments or documents filed as part of or in conjunction with this Registration Statement or amendments or supplements thereof, and each of the undersigned hereby ratifies and confirms that all said attorneys and agents, or any one of them, shall do or cause to be done by virtue hereof. This Power of Attorney may be signed in several counterparts.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Power of Attorney as of the date indicated.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons on behalf of the Registrant in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ John T. Chambers</u> John T. Chambers	Chairman and Chief Executive Officer (Principal Executive Officer)	June 2, 2009
<u>/s/ Frank A. Calderoni</u> Frank A. Calderoni	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	June 2, 2009
<u>/s/ Jonathan Chadwick</u> Jonathan Chadwick	Senior Vice President, Corporate Controller and Principal Accounting Officer	June 2, 2009



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99.4	Forms of Cisco Systems, Inc. Restricted Stock Unit Assumption Agreement.					X

June 2, 2009

Cisco Systems, Inc.  
170 West Tasman Drive  
San Jose, California 95134-1706

Gentlemen/Ladies:

At your request, we have examined the Registration Statement on Form S-8 (the “**Registration Statement**”) to be filed by Cisco Systems, Inc., a California corporation (“**Cisco**” or the “**Company**”), with the Securities and Exchange Commission (the “**Commission**”) on or about June 2, 2009 in connection with the registration under the Securities Act of 1933, as amended, of an aggregate of 3,748,781 shares of Cisco’s Common Stock (the “**Shares**”) subject to issuance by Cisco upon the exercise of stock options (the “**Options**”) granted under the Pure Digital Technologies, Inc. 2002 Stock Plan, as amended, and the Pure Digital Technologies, Inc. 2009 Equity Incentive Plan or the settlement of Restricted Stock Units (“**RSUs**”) granted under the Pure Digital Technologies, Inc. 2009 Equity Incentive Plan (the “**Plans**”) and assumed by Cisco in accordance with the terms of an Agreement and Plan of Merger and Reorganization, dated as of March 18, 2009 by and among Cisco, Python Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Cisco, Pure Digital Technologies, Inc., a Delaware corporation and the Stockholders’ Agent (the “**Merger Agreement**”). In rendering this opinion, we have examined such matters of fact as we have deemed necessary in order to render the opinion set forth herein, which included examination of the following:

- (1) the Company’s Restated Articles of Incorporation, certified by the California Secretary of State on February 16, 2006;
- (2) the Company’s Amended and Restated Bylaws, as filed with the Securities and Exchange Commission as an exhibit to the Form 8-K filed March 23, 2007;
- (3) the Registration Statement, together with the Exhibits filed as a part thereof or incorporated therein by reference;
- (4) the Prospectus prepared in connection with the Registration Statement;
- (5) resolutions that a representative of the Company has represented to us were adopted at a meeting of the Compensation and Management Development Committee of the Company’s Board of Directors on March 12, 2009, furnished to us by the Company;

- (6) the stock records that the Company has provided to us (consisting of (i) a report from the Company's transfer agent as of June 1, 2009 and (ii) a summary report from the Company as of May 29, 2009 of outstanding options to purchase the Company's capital stock and stock reserved for issuance upon the exercise of options to be granted in the future);
- (7) the Merger Agreement and all exhibits thereto, as well as the Certificate of Merger filed with the Delaware Secretary of State on May 20, 2009;
- (8) the Plans, and their respective forms of agreements thereunder; and
- (9) the forms of Cisco's Stock Option Assumption Agreements and Restricted Stock Unit Assumption Agreements.

In our examination of documents for purposes of this opinion, we have assumed, and express no opinion as to, the genuineness of all signatures on original documents, the authenticity and completeness of all documents submitted to us as originals, the conformity to originals and completeness of all documents submitted to us as copies, the legal capacity of all persons or entities executing the same, the lack of any undisclosed termination, modification, waiver or amendment to any such document and the due authorization, execution and delivery of all such documents where due authorization, execution and delivery are prerequisites to the effectiveness thereof. We have also assumed that the certificates representing the Shares have been, or will be when issued, properly signed by authorized officers of the Company or their agents.

As to matters of fact relevant to this opinion, we have relied solely upon our examination of the documents referred to above and representations made to us by representatives of the Company and have assumed the current accuracy and completeness of the information obtained from such documents and representations. We have made no independent investigation or other attempt to verify the accuracy of any of such information or to determine the existence or non-existence of any other factual matters.

We are admitted to practice law in the State of California, and we render this opinion only with respect to, and express no opinion herein concerning the application or effect of the laws of any jurisdiction other than, the existing laws of the United States of America and of the State of California.

Based upon the foregoing, it is our opinion that the 3,748,781 Shares that may be issued and sold by the Company upon the exercise of the Options and settlement of the RSUs, when issued, sold and delivered in accordance with the applicable Plan and notices of stock option grant, stock option agreements, stock option assumption agreements and restricted stock unit assumption agreements entered into thereunder and in the manner and for the consideration stated in the Registration Statement and Prospectus will be validly issued, fully paid and nonassessable.

We consent to the use of this opinion as an exhibit to the Registration Statement and further consent to all references to us, if any, in the Registration Statement, the Prospectus constituting a part thereof and any amendments thereto. This opinion is intended solely for use in connection with issuance and sale of shares subject to the Registration Statement and is not to be relied upon for any other purpose. This opinion is rendered as of the date first written above and based solely on our understanding of facts in existence as of such date after the aforementioned examination. We assume no obligation to advise you of any fact, circumstance, event or change in the law or the facts that may hereafter be brought to our attention whether or not such occurrence would affect or modify the opinions expressed herein.

Very truly yours,

**FENWICK & WEST LLP**

By: /s/ Daniel J. Winnike  
Daniel J. Winnike, a Partner

**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 September 12, 2008 relating to the consolidated financial statements and the effectiveness of internal control over financial reporting, which appears in the 2008 Annual Report to Shareholders of Cisco Systems, Inc., which is incorporated by reference in Cisco Systems, Inc.'s Annual Report on Form 10-K for the year ended July 26, 2008. We also consent to the incorporation by reference of our report dated September 12, 2008 relating to the financial statement schedule, which appears in such Annual Report on Form 10-K.

/s/ PricewaterhouseCoopers LLP

San Jose, California

June 2, 2009

**PURE DIGITAL TECHNOLOGIES, INC.**

**2002 STOCK PLAN**

**ADOPTED ON APRIL 12, 2002**

**(AS AMENDED ON MAY 6, 2004, MARCH 3, 2005,  
MAY 17, 2006, OCTOBER 25, 2006 AND NOVEMBER 25, 2008)**

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**SECTION 1. ESTABLISHMENT AND PURPOSE.**

The purpose of the Plan is to offer selected persons an opportunity to acquire a proprietary interest in the success of the Company, or to increase such interest, by purchasing Shares of the Company's Stock. The Plan provides both for the direct award or sale of Shares and for the grant of Options to purchase Shares. Options granted under the Plan may include Nonstatutory Options as well as ISOs intended to qualify under Section 422 of the Code.

Capitalized terms are defined in Section 12.

**SECTION 2. ADMINISTRATION.**

(a) **Committees of the Board of Directors** . The Plan may be administered by one or more Committees. Each Committee shall consist of one or more members of the Board of Directors who have been appointed by the Board of Directors. Each Committee shall have such authority and be responsible for such functions as the Board of Directors has assigned to it. If no Committee has been appointed, the entire Board of Directors shall administer the Plan. Any reference to the Board of Directors in the Plan shall be construed as a reference to the Committee (if any) to whom the Board of Directors has assigned a particular function.

(b) **Authority of the Board of Directors** . Subject to the provisions of the Plan, the Board of Directors shall have full authority and discretion to take any actions it deems necessary or advisable for the administration of the Plan. All decisions, interpretations and other actions of the Board of Directors shall be final and binding on all Purchasers, all Optionees and all persons deriving their rights from a Purchaser or Optionee.

**SECTION 3. ELIGIBILITY.**

(a) **General Rule** . Only Employees, Outside Directors and Consultants shall be eligible for the grant of Nonstatutory Options or the direct award or sale of Shares. Only Employees shall be eligible for the grant of ISOs.

(b) **Ten-Percent Stockholders** . A person who owns more than 10% of the total combined voting power of all classes of outstanding stock of the Company, its Parent or any of its Subsidiaries shall not be eligible for designation as an Optionee or Purchaser unless (i) the Exercise Price is at least 110% of the Fair Market Value of a Share on the date of grant, (ii) the Purchase Price (if any) is at least 100% of the Fair Market Value of a Share and (iii) in the case of an ISO, such ISO by its terms is not exercisable after the expiration of five years from the date of grant. For purposes of this Subsection (b), in determining stock ownership, the attribution rules of Section 424(d) of the Code shall be applied.

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#### SECTION 4. STOCK SUBJECT TO PLAN.

(a) **Basic Limitation** . Not more than 15,168,031 <sup>1</sup> Shares may be issued under the Plan (subject to Subsection (b) below and Section 8) plus 1,681,623 shares of Series A-1 Preferred Stock. <sup>2</sup>The number of Shares that are subject to Options or other rights outstanding at any time under the Plan shall not exceed the number of Shares that then remain available for issuance under the Plan. The Company, during the term of the Plan, shall at all times reserve and keep available sufficient Shares to satisfy the requirements of the Plan. Shares offered under the Plan may be authorized but unissued Shares or treasury Shares.

(b) **Additional Shares** . In the event that Shares previously issued under the Plan are reacquired by the Company pursuant to a forfeiture provision, right of repurchase or right of first refusal, such Shares shall be added to the number of Shares then available for issuance under the Plan. However, the aggregate number of Shares issued upon the exercise of ISOs (including Shares reacquired by the Company) shall in no event exceed 200% of the number specified in Subsection (a) above. In the event that an outstanding Option or other right for any reason expires or is canceled, the Shares allocable to the unexercised portion of such Option or other right shall not reduce the number of Shares available for issuance under the Plan.

#### SECTION 5. TERMS AND CONDITIONS OF AWARDS OR SALES.

(a) **Stock Purchase Agreement** . Each award or sale of Shares under the Plan (other than upon exercise of an Option) shall be evidenced by a Stock Purchase Agreement between the Purchaser and the Company. Such award or sale shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions which are not inconsistent with the Plan and which the Board of Directors deems appropriate for inclusion in a Stock Purchase Agreement. The provisions of the various Stock Purchase Agreements entered into under the Plan need not be identical.

(b) **Duration of Offers and Nontransferability of Rights** . Any right to acquire Shares under the Plan (other than an Option) shall automatically expire if not exercised by the Purchaser within 30 days after the grant of such right was communicated to the Purchaser by the Company. Such right shall not be transferable and shall be exercisable only by the Purchaser to whom such right was granted.

(c) **Purchase Price** . The Purchase Price of Shares to be offered under the Plan shall not be less than 85% of the Fair Market Value of such Shares, and a higher percentage may be required by Section 3(b). Subject to the preceding sentence, the Board of Directors shall determine the Purchase Price at its sole discretion. The Purchase Price shall be payable in a form described in Section 7.

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<sup>1</sup> Reflects the 2,437,684-share increase approved by the Board of Directors on May 6, 2004, the 1,357,995-share increase approved by the Board of Directors on March 3, 2005, the 2,500,000-share increase approved by the Board of Directors on May 17, 2006, the 3,000,000-share increase approved by the Board of Directors on October 25, 2006 and the 3,704,197-share increase approved by the Board of Directors on November 25, 2008.

<sup>2</sup> Reflects the Reclassification.

(d) **Withholding Taxes** . As a condition to the purchase of Shares, the Purchaser shall make such arrangements as the Board of Directors may require for the satisfaction of any federal, state, local or foreign withholding tax obligations that may arise in connection with such purchase.

(e) **Restrictions on Transfer of Shares and Minimum Vesting** . Any Shares awarded or sold under the Plan shall be subject to such special forfeiture conditions, rights of repurchase, rights of first refusal and other transfer restrictions as the Board of Directors may determine. Such restrictions shall be set forth in the applicable Stock Purchase Agreement and shall apply in addition to any restrictions that may apply to holders of Shares generally. In the case of a Purchaser who is not an officer of the Company, an Outside Director or a Consultant:

- (i) Any right to repurchase the Purchaser's Shares at the original Purchase Price (if any) upon termination of the Purchaser's Service shall lapse at least as rapidly as 20% per year over the five-year period commencing on the date of the award or sale of the Shares;
- (ii) Any such right may be exercised only for cash or for cancellation of indebtedness incurred in purchasing the Shares; and
- (iii) Any such right may be exercised only within 90 days after the termination of the Purchaser's Service.

## **SECTION 6. TERMS AND CONDITIONS OF OPTIONS.**

(a) **Stock Option Agreement** . Each grant of an Option under the Plan shall be evidenced by a Stock Option Agreement between the Optionee and the Company. The Option shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions which are not inconsistent with the Plan and which the Board of Directors deems appropriate for inclusion in a Stock Option Agreement. The provisions of the various Stock Option Agreements entered into under the Plan need not be identical.

(b) **Number of Shares** . Each Stock Option Agreement shall specify the number of Shares that are subject to the Option and shall provide for the adjustment of such number in accordance with Section 8. The Stock Option Agreement shall also specify whether the Option is an ISO or a Nonstatutory Option.

(c) **Exercise Price** . Each Stock Option Agreement shall specify the Exercise Price. The Exercise Price of an ISO shall not be less than 100% of the Fair Market Value of a Share on the date of grant, and a higher percentage may be required by Section 3(b). The Exercise Price of a Nonstatutory Option shall not be less than 85% of the Fair Market Value of a Share on the date of grant, and a higher percentage may be required by Section 3(b). Subject to the preceding two sentences, the Exercise Price under any Option shall be determined by the Board of Directors at its sole discretion. The Exercise Price shall be payable in a form described in Section 7.

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(d) **Exercisability** . Each Stock Option Agreement shall specify the date when all or any installment of the Option is to become exercisable. No Option shall be exercisable unless the Optionee has delivered an executed copy of the Stock Option Agreement to the Company. In the case of an Optionee who is not an officer of the Company, an Outside Director or a Consultant, an Option shall become exercisable at least as rapidly as 20% per year over the five-year period commencing on the date of grant. Subject to the preceding sentence, the Board of Directors shall determine the exercisability provisions of the Stock Option Agreement at its sole discretion.

(e) **Accelerated Exercisability** . Unless the applicable Stock Option Agreement provides otherwise, all of an Optionee's Options shall become exercisable in full if (i) the Company is subject to a Change in Control before the Optionee's Service terminates, (ii) such Options do not remain outstanding, (iii) such Options are not assumed by the surviving corporation or its parent and (iv) the surviving corporation or its parent does not substitute options with substantially the same terms for such Options.

(f) **Basic Term** . The Stock Option Agreement shall specify the term of the Option. The term shall not exceed 10 years from the date of grant, and a shorter term may be required by Section 3(b). Subject to the preceding sentence, the Board of Directors at its sole discretion shall determine when an Option is to expire.

(g) **Termination of Service (Except by Death)** . If an Optionee's Service terminates for any reason other than the Optionee's death, then the Optionee's Options shall expire on the earliest of the following occasions:

- (i) The expiration date determined pursuant to Subsection (f) above;
- (ii) The date three months after the termination of the Optionee's Service for any reason other than Disability, or such later date as the Board of Directors may determine; or
- (iii) The date six months after the termination of the Optionee's Service by reason of Disability, or such later date as the Board of Directors may determine.

The Optionee may exercise all or part of the Optionee's Options at any time before the expiration of such Options under the preceding sentence, but only to the extent that such Options had become exercisable before the Optionee's Service terminated (or became exercisable as a result of the termination) and the underlying Shares had vested before the Optionee's Service terminated (or vested as a result of the termination). The balance of such Options shall lapse when the Optionee's Service terminates. In the event that the Optionee dies after the termination of the Optionee's Service but before the expiration of the Optionee's Options, all or part of such Options may be exercised (prior to expiration) by the executors or administrators of the Optionee's estate or by any person who has acquired such Options directly from the Optionee by beneficiary designation, bequest or inheritance, but only to the extent that such Options had become exercisable before the Optionee's Service terminated (or became exercisable as a result of the termination) and the underlying Shares had vested before the Optionee's Service terminated (or vested as a result of the termination).

(h) **Leaves of Absence** . For purposes of Subsection (g) above, Service shall be deemed to continue while the Optionee is on a bona fide leave of absence, if such leave was approved by the Company in writing and if continued crediting of Service for this purpose is expressly required by the terms of such leave or by applicable law (as determined by the Company).

(i) **Death of Optionee** . If an Optionee dies while the Optionee is in Service, then the Optionee's Options shall expire on the earlier of the following dates:

- (i) The expiration date determined pursuant to Subsection (f) above; or
- (ii) The date 12 months after the Optionee's death, or such later date as the Board of Directors may determine.

All or part of the Optionee's Options may be exercised at any time before the expiration of such Options under the preceding sentence by the executors or administrators of the Optionee's estate or by any person who has acquired such Options directly from the Optionee by beneficiary designation, bequest or inheritance, but only to the extent that such Options had become exercisable before the Optionee's death (or became exercisable as a result of the death) and the underlying Shares had vested before the Optionee's death (or vested as a result of the Optionee's death). The balance of such Options shall lapse when the Optionee dies.

(j) **Restrictions on Transfer of Shares and Minimum Vesting** . Any Shares issued upon exercise of an Option shall be subject to such special forfeiture conditions, rights of repurchase, rights of first refusal and other transfer restrictions as the Board of Directors may determine. Such restrictions shall be set forth in the applicable Stock Option Agreement and shall apply in addition to any restrictions that may apply to holders of Shares generally. In the case of an Optionee who is not an officer of the Company, an Outside Director or a Consultant:

- (i) Any right to repurchase the Optionee's Shares at the original Exercise Price upon termination of the Optionee's Service shall lapse at least as rapidly as 20% per year over the five-year period commencing on the date of the option grant;
- (ii) Any such right may be exercised only for cash or for cancellation of indebtedness incurred in purchasing the Shares; and
- (iii) Any such right may be exercised only within 90 days after the later of (A) the termination of the Optionee's Service or (B) the date of the option exercise.

(k) **Transferability of Options** . An Option shall be transferable by the Optionee only by (i) a beneficiary designation, (ii) a will or (iii) the laws of descent and distribution, except as provided in the next sentence. If the applicable Stock Option Agreement so provides, an NSO shall also be transferable by the Optionee by (i) a gift to a member of the Optionee's Immediate Family or (ii) a gift to an *inter vivos* or testamentary trust in which members of the Optionee's Immediate Family have a beneficial interest of more than 50% and which provides that such NSO is to be transferred to the beneficiaries upon the Optionee's death. An ISO may be exercised during the lifetime of the Optionee only by the Optionee or by the Optionee's guardian or legal representative.

(l) **Withholding Taxes** . As a condition to the exercise of an Option, the Optionee shall make such arrangements as the Board of Directors may require for the satisfaction of any federal, state, local or foreign withholding tax obligations that may arise in connection with such exercise. The Optionee shall also make such arrangements as the Board of Directors may require for the satisfaction of any federal, state, local or foreign withholding tax obligations that may arise in connection with the disposition of Shares acquired by exercising an Option.

(m) **No Rights as a Stockholder** . An Optionee, or a transferee of an Optionee, shall have no rights as a stockholder with respect to any Shares covered by the Optionee's Option until such person becomes entitled to receive such Shares by filing a notice of exercise and paying the Exercise Price pursuant to the terms of such Option.

(n) **Modification, Extension and Assumption of Options** . Within the limitations of the Plan, the Board of Directors may modify, extend or assume outstanding Options or may accept the cancellation of outstanding Options (whether granted by the Company or another issuer) in return for the grant of new Options for the same or a different number of Shares and at the same or a different Exercise Price. The foregoing notwithstanding, no modification of an Option shall, without the consent of the Optionee, impair the Optionee's rights or increase the Optionee's obligations under such Option.

## **SECTION 7. PAYMENT FOR SHARES.**

(a) **General Rule** . The entire Purchase Price or Exercise Price of Shares issued under the Plan shall be payable in cash or cash equivalents at the time when such Shares are purchased, except as otherwise provided in this Section 7.

(b) **Surrender of Stock** . To the extent that a Stock Option Agreement so provides, all or any part of the Exercise Price may be paid by surrendering, or attesting to the ownership of, Shares that are already owned by the Optionee. Such Shares shall be surrendered to the Company in good form for transfer and shall be valued at their Fair Market Value on the date when the Option is exercised. The Optionee shall not surrender, or attest to the ownership of, Shares in payment of the Exercise Price if such action would cause the Company to recognize compensation expense (or additional compensation expense) with respect to the Option for financial reporting purposes.

(c) **Services Rendered** . At the discretion of the Board of Directors, Shares may be awarded under the Plan in consideration of services rendered to the Company, a Parent or a Subsidiary prior to the award.

(d) **Promissory Note** . To the extent that a Stock Option Agreement or Stock Purchase Agreement so provides, all or a portion of the Exercise Price or Purchase Price (as the case may be) of Shares issued under the Plan may be paid with a full-recourse promissory note. However, the par value of the Shares, if newly issued, shall be paid in cash or cash equivalents. The Shares shall be pledged as security for payment of the principal amount of the promissory note and interest thereon. The interest rate payable under the terms of the promissory note shall not be less than the minimum rate (if any) required to avoid the imputation of additional interest under the Code. Subject to the foregoing, the Board of Directors (at its sole discretion) shall specify the term, interest rate, amortization requirements (if any) and other provisions of such note.

(e) **Exercise/Sale** . To the extent that a Stock Option Agreement so provides, and if Stock is publicly traded, payment may be made all or in part by the delivery (on a form prescribed by the Company) of an irrevocable direction to a securities broker approved by the Company to sell Shares and to deliver all or part of the sales proceeds to the Company in payment of all or part of the Exercise Price and any withholding taxes.

(f) **Exercise/Pledge** . To the extent that a Stock Option Agreement so provides, and if Stock is publicly traded, payment may be made all or in part by the delivery (on a form prescribed by the Company) of an irrevocable direction to pledge Shares to a securities broker or lender approved by the Company, as security for a loan, and to deliver all or part of the loan proceeds to the Company in payment of all or part of the Exercise Price and any withholding taxes.

## **SECTION 8. ADJUSTMENT OF SHARES.**

(a) **General** . In the event of a subdivision of the outstanding Stock, a declaration of a dividend payable in Shares, a declaration of an extraordinary dividend payable in a form other than Shares in an amount that has a material effect on the Fair Market Value of the Stock, a combination or consolidation of the outstanding Stock into a lesser number of Shares, a recapitalization, a spin-off, a reclassification or a similar occurrence, the Board of Directors shall make appropriate adjustments in one or more of (i) the number of Shares available for future grants under Section 4, (ii) the number of Shares covered by each outstanding Option or (iii) the Exercise Price under each outstanding Option.

(b) **Mergers and Consolidations** . In the event that the Company is a party to a merger or consolidation, outstanding Options shall be subject to the agreement of merger or consolidation. Such agreement shall provide for:

- (i) The continuation of such outstanding Options by the Company (if the Company is the surviving corporation);
- (ii) The assumption of the Plan and such outstanding Options by the surviving corporation or its parent;
- (iii) The substitution by the surviving corporation or its parent of options with substantially the same terms for such outstanding Options;

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(iv) The full exercisability of such outstanding Options and full vesting of the Shares subject to such Options, followed by the cancellation of such Options; or

(v) The settlement of the full value of such outstanding Options (whether or not then exercisable) in cash or cash equivalents, followed by the cancellation of such Options.

(c) **Reservation of Rights** . Except as provided in this Section 8, an Optionee or Purchaser shall have no rights by reason of (i) any subdivision or consolidation of shares of stock of any class, (ii) the payment of any dividend or (iii) any other increase or decrease in the number of shares of stock of any class. Any issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number or Exercise Price of Shares subject to an Option. The grant of an Option pursuant to the Plan shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge or consolidate or to dissolve, liquidate, sell or transfer all or any part of its business or assets.

## **SECTION 9. SECURITIES LAW REQUIREMENTS.**

(a) **General** . Shares shall not be issued under the Plan unless the issuance and delivery of such Shares comply with (or are exempt from) all applicable requirements of law, including (without limitation) the Securities Act of 1933, as amended, the rules and regulations promulgated thereunder, state securities laws and regulations, and the regulations of any stock exchange or other securities market on which the Company's securities may then be traded.

(b) **Financial Reports** . The Company each year shall furnish to Optionees, Purchasers and stockholders who have received Stock under the Plan its balance sheet and income statement, unless such Optionees, Purchasers or stockholders are key Employees whose duties with the Company assure them access to equivalent information. Such balance sheet and income statement need not be audited.

## **SECTION 10. NO RETENTION RIGHTS.**

Nothing in the Plan or in any right or Option granted under the Plan shall confer upon the Purchaser or Optionee any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining the Purchaser or Optionee) or of the Purchaser or Optionee, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.

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## SECTION 11. DURATION AND AMENDMENTS.

(a) **Term of the Plan** . The Plan, as set forth herein, shall become effective on the date of its adoption by the Board of Directors, subject to the approval of the Company's stockholders. If the stockholders fail to approve the Plan within 12 months after its adoption by the Board of Directors, then any grants, exercises or sales that have already occurred under the Plan shall be rescinded and no additional grants, exercises or sales shall thereafter be made under the Plan. The Plan shall terminate automatically 10 years after the later of (i) its adoption by the Board of Directors or (ii) the most recent increase in the number of Shares reserved under Section 4 that was approved by the Company's stockholders. The Plan may be terminated on any earlier date pursuant to Subsection (b) below.

(b) **Right to Amend or Terminate the Plan** . The Board of Directors may amend, suspend or terminate the Plan at any time and for any reason; provided, however, that any amendment of the Plan shall be subject to the approval of the Company's stockholders if it (i) increases the number of Shares available for issuance under the Plan (except as provided in Section 8) or (ii) materially changes the class of persons who are eligible for the grant of ISOs. Stockholder approval shall not be required for any other amendment of the Plan. If the stockholders fail to approve an increase in the number of Shares reserved under Section 4 within 12 months after its adoption by the Board of Directors, then any grants, exercises or sales that have already occurred in reliance on such increase shall be rescinded and no additional grants, exercises or sales shall thereafter be made in reliance on such increase.

(c) **Effect of Amendment or Termination** . No Shares shall be issued or sold under the Plan after the termination thereof, except upon exercise of an Option granted prior to such termination. The termination of the Plan, or any amendment thereof, shall not affect any Share previously issued or any Option previously granted under the Plan.

## SECTION 12. DEFINITIONS.

(a) “ **Board of Directors** ” shall mean the Board of Directors of the Company, as constituted from time to time.

(b) “ **Change in Control** ” shall mean:

(i) The consummation of a merger or consolidation of the Company with or into another entity or any other corporate reorganization, if persons who were not stockholders of the Company immediately prior to such merger, consolidation or other reorganization own immediately after such merger, consolidation or other reorganization 50% or more of the voting power of the outstanding securities of each of (A) the continuing or surviving entity and (B) any direct or indirect parent corporation of such continuing or surviving entity; or

(ii) The sale, transfer or other disposition of all or substantially all of the Company's assets.

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A transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(c) “ **Code** ” shall mean the Internal Revenue Code of 1986, as amended.

(d) “ **Committee** ” shall mean a committee of the Board of Directors, as described in Section 2(a).

(e) “ **Company** ” shall mean Pure Digital Technologies, Inc., a Delaware corporation.

(f) “ **Consultant** ” shall mean a person who performs bona fide services for the Company, a Parent or a Subsidiary as a consultant or advisor, excluding Employees and Outside Directors.

(g) “ **Disability** ” shall mean that the Optionee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment.

(h) “ **Employee** ” shall mean any individual who is a common-law employee of the Company, a Parent or a Subsidiary.

(i) “ **Exercise Price** ” shall mean the amount for which one Share may be purchased upon exercise of an Option, as specified by the Board of Directors in the applicable Stock Option Agreement.

(j) “ **Fair Market Value** ” shall mean the fair market value of a Share, as determined by the Board of Directors in good faith. Such determination shall be conclusive and binding on all persons.

(k) “ **Immediate Family** ” shall mean any 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.

(l) “ **ISO** ” shall mean an employee incentive stock option described in Section 422(b) of the Code.

(m) “ **Nonstatutory Option** ” shall mean a stock option not described in Sections 422(b) or 423(b) of the Code.

(n) “ **Option** ” shall mean an ISO or Nonstatutory Option granted under the Plan and entitling the holder to purchase Shares.

(o) “ **Optionee** ” shall mean a person who holds an Option.

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(p) “ **Outside Director** ” shall mean a member of the Board of Directors who is not an Employee.

(q) “ **Parent** ” shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Parent on a date after the adoption of the Plan shall be considered a Parent commencing as of such date.

(r) “ **Plan** ” shall mean this Pure Digital Technologies, Inc. 2002 Stock Plan.

(s) “ **Purchase Price** ” shall mean the consideration for which one Share may be acquired under the Plan (other than upon exercise of an Option), as specified by the Board of Directors.

(t) “ **Purchaser** ” shall mean a person to whom the Board of Directors has offered the right to acquire Shares under the Plan (other than upon exercise of an Option).

(u) “ **Reclassification** ” shall mean the filing by the Company of the Amended and Restated Certificate of Incorporation on March 4, 2005 such that each share of Common Stock issuable upon the exercise of options outstanding as of the date of such reclassification shall be automatically reclassified as and changed into (a) 0.70 fully paid and non-assessable shares of the Company’s Common Stock and (b) 0.30 fully paid and non-assessable shares of the Company’s Series A-1 Preferred Stock.

(v) “ **Service** ” shall mean service as an Employee, Outside Director or Consultant.

(w) “ **Share** ” shall mean one share of Stock, as adjusted in accordance with Section 8 (if applicable).

(x) “ **Stock** ” shall mean the Common Stock of the Company, with a par value of \$0.0001 per Share. Where necessary to give effect to the Reclassification, Stock shall be deemed to refer to the Series A-1 Preferred Stock of the Company.

(y) “ **Stock Option Agreement** ” shall mean the agreement between the Company and an Optionee that contains the terms, conditions and restrictions pertaining to the Optionee’s Option.

(z) “ **Stock Purchase Agreement** ” shall mean the agreement between the Company and a Purchaser who acquires Shares under the Plan that contains the terms, conditions and restrictions pertaining to the acquisition of such Shares.

(aa) “ **Subsidiary** ” shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Subsidiary on a date after the adoption of the Plan shall be considered a Subsidiary commencing as of such date.

**PURE DIGITAL TECHNOLOGIES, INC.**  
**2009 EQUITY INCENTIVE PLAN**

**SECTION 1. INTRODUCTION .**

The Pure Digital Technologies, Inc. 2009 Equity Incentive Plan became effective upon its adoption by the Company's Board of Directors on the Effective Date, and must be approved by the stockholders of the Company, when required by applicable laws, within twelve (12) months following such date. If the Company's stockholders do not approve this Plan, no Awards will be granted under this Plan.

The purpose of the Plan is to promote the long-term success of the Company and the creation of stockholder value by offering designated Employees and Consultants an opportunity to share in such long-term success by acquiring a proprietary interest in the Company. The Plan seeks to achieve this purpose by providing for discretionary long-term incentive awards in the form of Awards and Stock Units.

The Plan shall be governed by, and construed in accordance with, the laws of the State of California (except its choice-of-law provisions). Capitalized terms shall have the meaning provided in Section 2 unless otherwise provided in this Plan or any related Stock Option Agreement or Stock Unit Agreement.

**SECTION 2. DEFINITIONS .**

- (a) "Affiliate" means any entity other than a Subsidiary, if the Company and/or one or more Subsidiaries own not less than 50% of such entity.
- (b) "Award" means any award of an Option, Stock Grant or Stock Unit under the Plan.
- (c) "Board" means the Board of Directors of the Company, as constituted from time to time.
- (d) "Cashless Exercise" means, to the extent that a Stock Option Agreement so provides and as permitted by applicable law, a program approved by the Committee in which payment may be made all or in part by delivery (on a form prescribed by the Committee) of an irrevocable direction to a securities broker to sell Shares and to deliver all or part of the sale proceeds to the Company in payment of the aggregate Exercise Price and, if applicable, the amount necessary to satisfy the Company's withholding obligations at the minimum statutory withholding rates, including, but not limited to, U.S. federal and state income taxes, payroll taxes, and foreign taxes, if applicable.
- (e) "Cause" means, except as may otherwise be provided in a Participant's employment agreement or option agreement, a conviction of a Participant for a felony crime or the failure of a Participant to contest prosecution for a felony crime, or a Participant's misconduct, fraud or dishonesty (as such terms are defined by the Committee in its sole discretion), or any unauthorized use or disclosure of confidential information or trade secrets, in each case as determined by the Committee, and the Committee's determination shall be conclusive and binding.
- (f) "Change In Control" means, except as may otherwise be provided in a Participant's employment agreement, Stock Option Agreement or Stock Unit Agreement, the occurrence of any of the following:
  - (i) A change in the composition of the Board over a period of thirty-six consecutive months or less such that a majority of the Board members ceases, by reason of one or more contested elections for Board membership, to be comprised of individuals who either (A) have been Board members continuously since the beginning of such period or (B) have been elected or nominated for election as Board members during such period by at least a majority of the Board members described in clause (A) who were still in office at the time the Board approved such election or nomination; or

- (ii) The acquisition, directly or indirectly, by any person or related group of persons (other than the Company or a person that directly or indirectly controls, is controlled by, or is under common control with, the Company) of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company representing more than 35% of the total combined voting power of the Company's then outstanding securities pursuant to a tender or exchange offer made directly to the Company's shareholders which the Board does not recommend such shareholders accept.
- (g) "Code" means the Internal Revenue Code of 1986, as amended, and the regulations and interpretations promulgated thereunder.
- (h) "Committee" means a committee described in Section 3.
- (i) "Common Stock" means the Company's common stock.
- (j) "Company" means Pure Digital Technologies, Inc., a Delaware corporation.
- (k) "Consultant" means an individual who performs bona fide services to the Company, a Parent, a Subsidiary or an Affiliate, other than as an Employee or Director or Non-Employee Director.
- (l) "Corporate Transaction" means, except as may otherwise be provided in a Participant's employment agreement or Award agreement, the occurrence of any of the following shareholder approved transactions:
- (i) The consummation of a merger or consolidation of the Company with or into another entity or any other corporate reorganization, if more than 50% of the combined voting power of the continuing or surviving entity's securities outstanding immediately after such merger, consolidation or other reorganization is owned by persons who were not shareholders of the Company immediately prior to such merger, consolidation or other reorganization; or
  - (ii) The sale, transfer or other disposition of all or substantially all of the Company's assets.
- A transaction shall not constitute a Corporate Transaction if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transactions.
- (m) "Director" means a member of the Board who is also an Employee.
- (n) "Disability" means that the Participant is classified as disabled under a long-term disability policy of the Company or, if no such policy applies, the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.
- (o) "Effective Date" means March 18, 2009, the date the Plan was adopted by the Company's Board of Directors.
- (p) "Employee" means any individual who is a common-law employee of the Company, a Parent, a Subsidiary or an Affiliate.
- (q) "Exchange Act" means the Securities Exchange Act of 1934, as amended.
- (r) "Exercise Price" means, in the case of an Option, the amount for which a Share may be purchased upon exercise of such Option, as specified in the applicable Stock Option Agreement.

(s) "Fair Market Value" means the market price of a Share as determined in good faith by the Committee. The Fair Market Value shall be determined by the following:

(i) If the Shares were traded over-the-counter or listed with NASDAQ on the date in question, then the Fair Market Value shall be equal to the last transaction price quoted by the NASDAQ system for the date in question; or

(ii) if the Common Stock is listed on the New York Stock Exchange or the American Stock Exchange on the date in question, the Fair Market Value is the closing selling price for the Common Stock as such price is officially quoted in the composite tape of transactions on the exchange determined by the Committee to be the primary market for the Common Stock for the date in question.

If neither (i) or (ii) are applicable, then the Fair Market Value shall be determined by the Committee in good faith on such basis as it deems appropriate; provided, however, that if there is no such reported price for the Common Stock for the date in question under (i) or (ii), then if available such price on the last preceding date for which such price exists shall be determinative of Fair Market Value.

Whenever possible, the determination of Fair Market Value by the Committee shall be based on the prices reported in the Western Edition of The Wall Street Journal. Such determination shall be conclusive and binding on all persons.

(t) "Fiscal Year" means the Company's fiscal year.

(u) "Grant" means any grant of an Award under the Plan.

(v) "Incentive Stock Option" or "ISO" means an incentive stock option described in Code 422.

(w) "Specified Employee" means an Employee, Director, Non-Employee Director or Consultant who has been selected by the Committee to receive a Stock Unit under the Plan.

(x) "Non-Employee Director" means a member of the Board who is not an Employee.

(y) "Nonstatutory Stock Option" or "NSO" means a stock option that is not an ISO.

(z) "Option" means a stock option granted under the Plan entitling the Optionee to purchase Shares.

(aa) "Optionee" means an individual, estate or other entity that holds an Option.

(bb) "Parent" means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Parent on a date after the adoption of the Plan shall be considered a Parent commencing as of such date

(cc) "Participant" means an individual or estate or other entity that holds an Award.

(dd) "Plan" means this Pure Digital Technologies, Inc. 2009 Equity Incentive Plan, as it may be amended from time to time.

(ee) "SEC" means the Securities and Exchange Commission.

(ff) "Securities Act" means the Securities Act of 1933, as amended.

(gg) "Service" means service as an Employee, Director, Non-Employee Director or Consultant. A Participant's Service does not terminate when continued service crediting is required by applicable law. Service terminates in any event when the approved leave ends, unless such Employee immediately returns to active work. The Committee determines which leaves count toward Service, and when Service terminates for all purposes under the Plan. Further, unless otherwise determined by the Committee, a Participant's Service shall not be deemed to have terminated merely because of a change in the capacity in which the Participant provides service to the Company, a Parent, Subsidiary or Affiliate, or a transfer between entities (the Company or any Parent, Subsidiary, or Affiliate); provided that there is no interruption or other termination of Service.

(hh) "Share" means one share of Common Stock, as adjusted pursuant to Sections 8 and 9, and any successor security.

(ii) "Stock Option Agreement" means the agreement described in Section 6 evidencing each award of an Option.

(jj) "Stock Unit" means a bookkeeping entry representing the equivalent of one Share, as awarded under the Plan.

(kk) "Stock Unit Agreement" means the agreement described in Section 8 evidencing each Award of a Stock Unit.

(ll) "Subsidiary" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Subsidiary on a date after the adoption of the Plan shall be considered a Subsidiary commencing as of such date.

### **SECTION 3. ADMINISTRATION.**

(a) General. The Board or a Committee appointed by the Board shall administer the Plan. Members of the Committee shall serve for such period of time as the Board may determine and shall be subject to removal by the Board at any time. The Board may also at any time terminate the functions of the Committee and reassume all powers and authority previously delegated to the Committee.

(b) Authority of the Committee. Subject to the provisions of the Plan, the Committee shall have full authority and sole discretion to take any actions it deems necessary or advisable for the administration of the Plan. Such actions shall include:

(i) selecting individuals who are to receive Options under the Plan;

(ii) determining the type, number, vesting requirements and other features and conditions of such Options and amending such Options;

(iii) selecting Specified Employees who are to receive Stock Units under the Plan;

(iv) determining the type, number, vesting requirements and other features and conditions of such Stock Units and amending such Stock Units;

(v) correcting any defect, supplying any omission, or reconciling any inconsistency in the Plan or any Award agreement;

(vi) accelerating the vesting, or extending the post-termination exercise term, of Awards at any time and under such terms and conditions as it deems appropriate;

(vii) interpreting the Plan; and

(viii) making all other decisions relating to the operation of the Plan; and

(ix) adopting such plans or subplans as may be deemed necessary or appropriate to provide for the participation by Participants of the Company and its Subsidiaries and Affiliates who reside outside the U.S., which plans and/or subplans shall be attached hereto as Appendices.

The Committee may adopt such rules or guidelines as it deems appropriate to implement the Plan. The Committee's determinations under the Plan shall be final and binding on all persons.

(c) Indemnification. To the maximum extent permitted by applicable law, each member of the Committee, or of the Board, shall be indemnified and held harmless by the Company against and from (i) any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan or any Stock Option Agreement or Stock Unit Agreement, and (ii) from any and all amounts paid by him or her in settlement thereof, with the Company's approval, or paid by him or her in satisfaction of any judgment in any such claim, action, suit, or proceeding against him or her, provided he or she shall give the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's Certificate of Incorporation or Bylaws, by contract, as a matter of law, or otherwise, or under any power that the Company may have to indemnify them or hold them harmless.

#### **SECTION 4. GENERAL.**

(a) General Eligibility. Only Employees, Directors, Non-Employee Directors and Consultants shall be eligible to receive Options or Stock Units under the Plan.

(b) Stock Options. No person shall be eligible for the grant of an Option so long as Section 260.140.41(b) of Title 10 of the California Code of Regulations applies unless the requirements of such regulation are satisfied. No Option granted under the Plan is intended to qualify for the treatment afforded under Sections 421 and 422 of the Code.

(c) Restrictions on Shares. Any Shares issued pursuant to an Award shall be subject to such rights of repurchase, rights of first refusal and other transfer restrictions as the Committee may determine, in its sole discretion. Such restrictions shall apply in addition to any restrictions that may apply to holders of Shares generally and shall also comply to the extent necessary with applicable law. In no event shall the Company be required to issue fractional Shares under this Plan.

(d) Beneficiaries. Unless stated otherwise in an Award Agreement, a Participant may designate one or more beneficiaries with respect to an Award by timely filing the prescribed form with the Company. A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Participant's death. If no beneficiary was designated or if no designated beneficiary survives the Participant, then after a Participant's death any vested Award(s) shall be transferred or distributed to the Participant's estate.

(e) No Rights as a Stockholder. A Participant, or a transferee of a Participant, shall have no rights as a stockholder with respect to any Common Stock covered by an Award until such person has satisfied all of the terms and conditions to receive such Common Stock, has satisfied any applicable withholding or tax obligations relating to the Award and the Shares have been issued (as evidenced by an appropriate entry on the books of the Company or a duly authorized transfer agent of the Company).

(f) Termination of Service. Unless the applicable Award agreement or, with respect to Participants who reside in the U.S., the applicable employment agreement provides otherwise, the following rules shall govern the vesting, exercisability and term of outstanding Awards held by a Participant in the event of termination of such Participant's Service (in all cases subject to the term of the Award): (i) upon termination of Service for any reason, all unvested portions of any outstanding Awards shall be immediately forfeited without consideration and the vested portions of any outstanding Stock Units shall be settled upon termination; (ii) if the Service of a Participant is terminated for Cause, then all unexercised Options, and unvested portions of Stock Units, shall terminate and be forfeited immediately without

consideration; (iii) if the Service of Participant is terminated for any reason other than for Cause, death, or Disability, then the vested portion of his/her then-outstanding Options may be exercised by such Participant or his or her personal representative within three months after the date of such termination; or (iv) if the Service of a Participant is terminated due to death or Disability, the vested portion of his/her then-outstanding Options may be exercised within eighteen months after the date of termination of Service.

(g) Information Delivery. When required to comply with Section 260.140.41(h) of Title 10 of the California Code of Regulations, the security holders to whom such information is required to be provided shall be provided the information required by Section 260.140.46 of Title 10 of the California Code of Regulations not less frequently than annually.

#### **SECTION 5. SHARES SUBJECT TO PLAN AND SHARE LIMITS.**

(a) Basic Limitation. The stock issuable under the Plan shall be authorized but unissued Shares. The aggregate number of Shares reserved for Awards under the Plan shall not exceed 3,000,000 <sup>1</sup> Shares, subject to adjustment pursuant to Section 9 and, when required, compliance with the shareholder approval requirements of Section 260.140.45 of Title 10 of the California Code of Regulations.

(b) Additional Shares. If Awards are forfeited or are terminated for any other reason before being exercised, then the Shares underlying such Awards shall again become available for Awards under the Plan.

#### **SECTION 6. TERMS AND CONDITIONS OF OPTIONS.**

(a) Stock Option Agreement. Each grant of an Option under the Plan shall be evidenced and governed exclusively by a Stock Option Agreement between the Optionee and the Company. Such Option shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions that are not inconsistent with the Plan and that the Committee deems appropriate for inclusion in a Stock Option Agreement (including without limitation any performance conditions). The provisions of the various Stock Option Agreements entered into under the Plan need not be identical.

(b) Number of Shares. Each Stock Option Agreement shall specify the number of Shares that are subject to the Option and shall be subject to adjustment of such number in accordance with Section 9.

(c) Exercise Price. An Option's Exercise Price shall be established by the Committee and set forth in a Stock Option Agreement.

(d) Exercisability and Term. Each Stock Option Agreement shall specify the date when all or any installment of the Option is to become exercisable. The Stock Option Agreement shall also specify the term of the Option; provided that the term of an Option shall in no event exceed nine years from the date of grant. Unless the applicable Stock Option Agreement provides otherwise, each Option shall vest and become exercisable with respect to 20% of the Shares subject to the Option upon completion of one year of Service measured from the vesting commencement date, the balance of the Shares subject to the Option shall vest and become exercisable in forty-eight equal installments upon completion of each month of Service thereafter, and the term of the Option shall be nine years from the date of grant. A Stock Option Agreement may provide for accelerated vesting in the event of the Participant's death, Disability, or other events. Notwithstanding any other provision of the Plan, no Option can be exercised after the expiration date provided in the applicable Stock Option Agreement and no Option may provide that, upon exercise of the Option, a new Option will automatically be granted.

<sup>1</sup> Reflects initial option pool of 2,100,000 shares approved by the Board on March 18, 2009, and a subsequent increase of 900,000 shares approved by the Board on May 18, 2009.

(e) Modifications of Options. Within the limitations of the Plan, the Committee may modify outstanding Options provided that no modification of an Option shall, without the consent of the Optionee, impair his or her rights under such Option.

(f) Assignment or Transfer of Options. Except as otherwise provided in the applicable Stock Option Agreement and then only to the extent permitted by applicable law, no Option shall be transferable by the Optionee other than by will or by the laws of descent and distribution. Except as otherwise provided in the applicable Stock Option Agreement, an Option may be exercised during the lifetime of the Optionee only by the Optionee or by the guardian or legal representative of the Optionee. No Option or interest therein may be assigned, pledged or hypothecated by the Optionee during his or her lifetime, whether by operation of law or otherwise, or be made subject to execution, attachment or similar process.

#### **SECTION 7. PAYMENT FOR OPTION SHARES**

The entire Exercise Price of Shares issued upon exercise of Options shall be payable in cash at the time when such Shares are purchased, except as follows and only if so provided for in an applicable Stock Option Agreement:

(i) Surrender of Stock. Payment for all or any part of the Exercise Price may be made with Shares which have already been owned by the Optionee; provided that the Committee may, in its sole discretion, require that Shares tendered for payment be previously held by the Optionee for a minimum duration. Such Shares shall be valued at their Fair Market Value.

(ii) Cashless Exercise. Payment for all or any part of the Exercise Price may be made through Cashless Exercise.

(iii) Other Forms of Payment. Payment for all or any part of the Exercise Price may be made in any other form that is consistent with applicable laws, regulations and rules and approved by the Committee.

The Stock Option Agreement may specify that payment may be made in any form(s) described in this Section 7.

#### **SECTION 8. TERMS AND CONDITIONS OF STOCK UNITS**

(a) Stock Unit Agreement. Each grant of Stock Units under the Plan shall be evidenced and governed exclusively by a Stock Unit Agreement between the Specified Employee and the Company. Such Stock Unit shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions that are not inconsistent with the Plan and that the Committee deems appropriate for inclusion in a Stock Unit Agreement (including without limitation any performance conditions). The provisions of the various Stock Unit Agreements entered into under the Plan need not be identical. Stock Units may be granted in consideration of a reduction in the Specified Employee's other compensation.

(b) Number of Shares. Each Stock Unit Agreement shall specify the number of Shares to which the Stock Unit Grant pertains and shall be subject to adjustment of such number in accordance with Section 9.

(c) Payment for Stock Units. Stock Units shall be issued without consideration.

(d) Vesting Conditions. Unless the applicable Stock Unit Agreement provides otherwise, each stock Unit shall vest with respect to 25% of the Shares subject to the Stock Unit upon completion of each year of Service on each of the first through fourth annual anniversaries of the vesting commencement date.

(e) Voting Rights. The holders of Stock Units shall have no voting rights.

(f) Form and Time of Settlement. Settlement of vested Stock Units may be made in the form of (i) cash, (ii) Shares or (iii) any combination of both, as determined by the Committee at the time of grant of the Stock Units, in its sole discretion. Methods of converting Stock Units into cash may include (without limitation) a method based on the average Fair Market Value of Shares over a series of trading days. Vested Stock Units may be settled in a lump sum or in installments, provided, however, that any settlement of Vested Stock Units in installments shall comply with the provisions regarding deferred compensation set forth in Section 409A of the Code. The distribution may occur or commence when the vesting conditions applicable to the Stock Units have been satisfied or have lapsed, in accordance with applicable law, to any later date. Until an Award of Stock Units is settled, the number of such Stock Units shall be subject to adjustment pursuant to Section 9.

(g) Creditors' Rights. A holder of Stock Units shall have no rights other than those of a general creditor of the Company. Stock Units represent an unfunded and unsecured obligation of the Company, subject to the terms and conditions of the applicable Stock Unit Agreement.

(h) Modifications or Assumption of Stock Units. Within the limitations of the Plan, the Committee may modify or assume outstanding Stock Units or may accept the cancellation of outstanding Stock Units (including stock units granted by another issuer) in return for the grant of new Stock Units for the same or a different number of Shares and with the same or different vesting provisions. Notwithstanding the preceding sentence or anything to the contrary herein, no modification of a Stock Unit shall, without the consent of the Specified Employee, impair his or her rights or obligations under such Stock Unit.

(i) Assignment or Transfer of Stock Units. Except as otherwise provided in the applicable Stock Unit Agreement and then only to the extent permitted by applicable law, Stock Units shall not be anticipated, assigned, attached garnished, optioned, transferred or made subject to any creditor's process, whether voluntarily, involuntarily or by operation of law. Any act in violation of this Section 8(i) shall be void. However, this Section 8(i) shall not preclude a Specified Employee from designating a beneficiary who will receive any outstanding vested Stock Units in the event of the Specified Employee's death, nor shall it preclude a transfer of vested Stock Units by will or by the laws of descent and distribution.

## **SECTION 9. PROTECTION AGAINST DILUTION.**

(a) Adjustments. In the event of a subdivision of the outstanding Shares, a declaration of a dividend payable in Shares, a declaration of a dividend payable in a form other than Shares in an amount that has a material effect on the price of Shares, a combination or consolidation of the outstanding Shares (by reclassification or otherwise) into a lesser number of Shares, a recapitalization, a spin-off or a similar occurrence, the Committee shall make appropriate adjustments to the following:

- (i) the number of Shares and the kind of shares or securities available for future Awards under Section 5;
- (ii) the number of Shares and the kind of shares or securities covered by each outstanding Award; or
- (iii) the Exercise Price under each outstanding Option.

(b) Participant Rights. Except as provided in this Section 9, a Participant shall have no rights by reason of any issue by the Company of stock of any class or securities convertible into stock of any class, any subdivision or consolidation of shares of stock of any class, the payment of any stock dividend or any other increase or decrease in the number of shares of stock of any class. If by reason of an adjustment pursuant to this Section 9 a Participant's Award covers additional or different shares of stock or securities, then such additional or different shares and the Award in respect thereof shall be subject to all of the terms, conditions and restrictions which were applicable to the Award and the Shares subject to the Award prior to such adjustment.

(c) Fractional Shares. Any adjustment of Shares pursuant to this Section 9 shall be rounded down to the nearest whole number of Shares. Under no circumstances shall the Company be required to authorize or issue fractional shares and no consideration shall be provided as a result of any fractional shares not being issued or authorized.

#### **SECTION 10. EFFECT OF A CORPORATE TRANSACTION.**

(a) Corporate Transaction. In the event that the Company is a party to a Corporate Transaction, outstanding Awards shall be subject to the applicable agreement of merger, reorganization, or sale of assets. Such agreement may provide, without limitation, for the assumption or substitution of outstanding Options or Stock Units by the surviving corporation or its parent, for the replacement of outstanding Options and Stock Units with a cash incentive program of the surviving corporation which preserves the spread existing on the unvested portions of such outstanding Awards at the time of the transaction and provides for subsequent payout in accordance with the same vesting provisions applicable to those Awards, or for the cancellation of outstanding Options and/or Stock Units, with or without consideration, in all cases without the consent of the Participant.

(b) Acceleration. The Committee may determine, at the time of grant of an Award or thereafter, that such Award shall become fully vested as to all Shares subject to such Award in the event that a Corporate Transaction or a Change in Control occurs. Unless otherwise provided in the applicable Award agreement, in the event that a Corporate Transaction occurs and any outstanding Options or Stock Units are not assumed, substituted, or replaced, then such Options or Stock Units shall terminate and cease to be outstanding.

(c) Dissolution. To the extent not previously exercised or settled, Options or Stock Units shall terminate immediately prior to the dissolution or liquidation of the Company.

#### **SECTION 11. LIMITATIONS ON RIGHTS.**

(a) No Entitlements. A Participant's rights, if any, in respect of or in connection with any Award is derived solely from the discretionary decision of the Company to permit the individual to participate in the Plan and to benefit from a discretionary Award. By accepting an Award under the Plan, a Participant expressly acknowledges that there is no obligation on the part of the Company to continue the Plan and/or grant any additional Awards. Any Award granted hereunder is not intended to be compensation of a continuing or recurring nature, or part of a Participant's normal or expected compensation, and in no way represents any portion of a Participant's salary, compensation, or other remuneration for purposes of pension benefits, severance, redundancy, resignation or any other purpose.

Neither the Plan nor any Award granted under the Plan shall be deemed to give any individual a right to remain an employee, consultant or director of the Company, a Parent, a Subsidiary or an Affiliate. The Company and its Parents and Subsidiaries and Affiliates reserve the right to terminate the Service of any person at any time, and for any reason, subject to applicable laws, the Company's Certificate of Incorporation and Bylaws and a written employment agreement (if any), and such terminated person shall be deemed irrevocably to have waived any claim to damages or specific performance for breach of contract or dismissal, compensation for loss of office, tort or otherwise with respect to the Plan or any outstanding Award that is forfeited and/or is terminated by its terms or to any future Award.

(b) Stockholders' Rights. A Participant shall have no dividend rights, voting rights or other rights as a stockholder with respect to any Shares covered by his or her Award prior to the issuance of such Shares (as evidenced by an appropriate entry on the books of the Company or a duly authorized transfer agent of the Company). No adjustment shall be made for cash dividends or other rights for which the record date is prior to the date when such Shares are issued, except as expressly provided in Section 9.

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(c) Regulatory Requirements. Any other provision of the Plan notwithstanding, the obligation of the Company to issue Shares or other securities under the Plan shall be subject to all applicable laws, rules and regulations and such approval by any regulatory body as may be required. The Company reserves the right to restrict, in whole or in part, the delivery of Shares or other securities pursuant to any Award prior to the satisfaction of all legal requirements relating to the issuance of such Shares or other securities, to their registration, qualification or listing or to an exemption from registration, qualification or listing.

#### **SECTION 12. WITHHOLDING TAXES.**

(a) General. A Participant shall make arrangements satisfactory to the Company for the satisfaction of any withholding tax obligations that arise in connection with his or her Award. The Company shall not be required to issue any Shares or make any cash payment under the Plan until such obligations are satisfied.

(b) Share Withholding. If a public market for the Company's Shares exists, the Committee may permit a Participant to satisfy all or part of his or her withholding or income tax obligations by having the Company withhold all or a portion of any Shares that otherwise would be issued to him or her or by surrendering or attesting to all or a portion of any Shares that he or she previously acquired. Such Shares shall be valued based on the value of the actual trade or, if there is none, the Fair Market Value as of the previous day. Any payment of taxes by assigning Shares to the Company may be subject to restrictions, including, but not limited to, any restrictions required by rules of the SEC. The Committee may, in its discretion, also permit a Participant to satisfy withholding or income tax obligations related to an Award through Cashless Exercise or through a sale of Shares underlying the Award.

#### **SECTION 13. DURATION AND AMENDMENTS.**

(a) Term of the Plan. The Plan shall become effective upon its approval by the Company's stockholders subject to compliance, when required with Section 260.140.41(g) of Title 10 of the California Code of Regulations. The Plan shall terminate on the tenth anniversary of the date of approval by the Company's stockholders and may be terminated on any earlier date pursuant to this Section 13.

(b) Right to Amend or Terminate the Plan. The Board may amend or terminate the Plan at any time and for any reason. The termination of the Plan, or any amendment thereof, shall not impair the rights or obligations of any Participant under any Award previously granted under the Plan without the Participant's consent. No Awards shall be granted under the Plan after the Plan's termination. An amendment of the Plan shall be subject to the approval of the Company's shareholders only to the extent such approval is otherwise required by applicable laws, regulations or rules.

**CISCO SYSTEMS, INC.**  
**STOCK OPTION ASSUMPTION AGREEMENT**

Dear [Field: Full Name]:

As you know, on May 20, 2009 (the “Closing Date”) Cisco Systems, Inc. (“Cisco”) acquired Pure Digital Technologies, Inc., (the “Acquisition”) pursuant to the Agreement and Plan of Merger by and among Cisco Systems, Inc., Python Acquisition Corp., Pure Digital Technologies, Inc., and the Shareholders’ Agent dated as of March 18, 2009 (the “Merger Agreement”). On the Closing Date you held one or more outstanding options to purchase shares of Pure Digital Technologies, Inc. common stock granted to you under the 2002 Stock Plan of Pure Digital Technologies, Inc. (the “Plan”). Pursuant to the Merger Agreement, on the Closing Date, Cisco assumed all obligations of Pure Digital Technologies, Inc. under your outstanding option (or options). This Stock Option Assumption Agreement (the “Agreement”) evidences the terms of Cisco’s assumption of an option (or options) to purchase Pure Digital Technologies, Inc., common stock granted to you under the Plan (the “ Pure Digital Technologies, Inc. Option(s)”), and documented by a stock option agreement (or stock option agreements) and any amendment(s) and/or option assumption agreements entered into by and between you and Pure Digital Technologies, Inc. (the “Option Agreement(s)”), including the necessary adjustments for assumption of the Pure Digital Technologies, Inc. Option(s) that are required by the Acquisition.

The table below summarizes your Pure Digital Technologies, Inc. Option(s) immediately before and after the Acquisition:

**Grant Details**

<b>Employee ID</b>	<i>[Field: Employee ID]</i>
<b>Grant Date</b>	<i>[Field: Grant Date]</i>
<b>Type of Option</b>	<i>[Field: Grant Type]</i>
<b>Grant Number</b>	<i>[Field: Grant Number]</i>
<b>Cisco Number of Option Shares</b>	<i>[Field: Shares Granted]</i>
<b>Cisco Exercise Price Per Share</b>	<i>[Field: Option Price]</i>
<b>Original Number of Option Shares</b>	<i>[Field: Acquisition Shares]</i>
<b>Original Exercise Price Per Share</b>	<i>[Field: Acquisition Exercise Price]</i>
<b>Vesting Commencement Date</b>	<i>[Field: Vest Start Date]</i>
<b>Expiration Date</b>	<i>[Field: Expiration Date]</i>

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The post-Acquisition adjustments are based on the Option Exchange Ratio of 0.4051003860 as determined in accordance with the terms of the Merger Agreement, and are intended to: (i) assure that the total spread of your assumed Pure Digital Technologies, Inc. Option(s) (i.e., the difference between the aggregate fair market value and the aggregate exercise price) does not exceed the total spread that existed immediately prior to the Acquisition; and (ii) to preserve, on a per share basis, the ratio of exercise price to fair market value that existed immediately prior to the Acquisition. The number of shares of Cisco common stock subject to your assumed Pure Digital Technologies, Inc. Option(s) was determined by multiplying the Option Exchange Ratio by the number of shares remaining subject to your Pure Digital Technologies, Inc. Option(s) on the Closing Date and rounding the resulting product down to the next whole number of shares of Cisco common stock. The exercise price per share of your assumed Pure Digital Technologies, Inc. Option(s) was determined by dividing the exercise price per share of your Pure Digital Technologies, Inc. Option(s) by the Option Exchange Ratio and rounding the resulting quotient up to the next whole cent.

Unless the context otherwise requires, any references in the Plan and the Option Agreement(s) to: (i) the “Company” or the “Corporation” means Cisco, (ii) “Stock,” “Common Stock” or “Shares” means shares of Cisco common stock, (iii) the “Board of Directors” or the “Board” means the Board of Directors of Cisco and (iv) the “Committee” means the Compensation and Management Development Committee of the Board of Directors of Cisco. All references in the Option Agreement(s) and the Plan relating to your status as an employee or consultant of Pure Digital Technologies, Inc. will now refer to your status as an employee of Cisco or any present or future Cisco subsidiary.

The vesting commencement date, vesting schedule and expiration date of your assumed Pure Digital Technologies, Inc. Option(s) remain the same as set forth in the Option Agreement(s) (in this respect, please note that any discussion of option terms (including vesting acceleration) in any employment offer letter (whether from Cisco, Pure Digital Technologies, Inc. or any other related employer) is explanatory in nature and will not result in duplication of benefits (including vesting) with respect to your assumed Pure Digital Technologies, Inc. Option(s)) but with the number of shares subject to each vesting installment and the exercise price per share adjusted to reflect the effect of the Acquisition. Vesting of your assumed Pure Digital Technologies, Inc. Option(s) will be suspended during all leaves of absence in accordance with Cisco’s policies and, the only permissible methods to exercise your assumed Pure Digital Technologies, Inc. Option(s) are cash, check, wire transfer, or through a cashless exercise program with a Cisco-designated broker. All other provisions which govern either the exercise or the termination of your assumed Pure Digital Technologies, Inc. Option(s) remain the same as set forth in the Option Agreement(s), and the provisions of the Option Agreement(s) will govern and control your rights under this Agreement to purchase shares of Cisco common stock, except (i) no assumed Pure Digital Technologies, Inc. Option(s) may be “early exercised” (i.e., an assumed Pure Digital Technologies, Inc. Option(s) may be exercised for shares of Cisco common stock only to the extent vested at the time of exercise pursuant to the applicable vesting schedule) and (ii) as expressly modified by this Agreement, the Merger Agreement or otherwise in connection with the Acquisition. Upon termination of your employment with Cisco or any present or future Cisco subsidiary, you will have the applicable limited post-termination exercise period specified in your

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Option Agreement(s) for your assumed Pure Digital Technologies, Inc. Option(s) to the extent vested and outstanding at the time of termination after which time your assumed Pure Digital Technologies, Inc. Option(s) will expire and NOT be exercisable for Cisco common stock.

To exercise your assumed Pure Digital Technologies, Inc. Option(s), you must utilize one of Cisco's preferred brokers, the Charles Schwab Corporation (telephone number is \_\_\_\_\_) or Smith Barney (telephone number is \_\_\_\_\_).

Nothing in this Agreement or the Option Agreement(s) interferes in any way with your right and your employer's right, which rights are expressly reserved, to terminate your employment at any time for any reason. Future options, if any, you may receive from Cisco will be governed by the terms of the Cisco stock option plan under which such options are granted, and such terms may be different from the terms of your assumed Pure Digital Technologies, Inc. Option(s), including, but not limited to, the time period in which you have to exercise vested options after your termination of employment.

Until Cisco's Stock Administration Department is in receipt of your understanding and acceptance of this Agreement (which can be accomplished electronically by following the instructions under the heading of Acknowledgment below) your Cisco account will not be activated and your assumed Pure Digital Technologies, Inc. Option(s) will not be exercisable. If you have any questions regarding this Agreement or your assumed Pure Digital Technologies, Inc. Option(s), please contact \_\_\_\_\_ at \_\_\_\_\_.

CISCO SYSTEMS, INC.

By: /s/ Mark Chandler \_\_\_\_\_  
Mark Chandler  
Corporate Secretary

#### ACKNOWLEDGMENT

[Field: Full Name] acknowledges that clicking on the I Agree button constitutes acceptance and agreement to be bound by the terms of this Agreement, as well as understanding and agreement that all rights and liabilities with respect to the assumed Pure Digital Technologies, Inc. Option(s) listed on the table above are hereby assumed by Cisco and are as set forth in the Option Agreement(s) for such assumed Pure Digital Technologies, Inc. Option(s), the Plan and this Stock Option Assumption Agreement.

#### ATTACHMENTS

Exhibit A - Form S-8 Prospectus

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**CISCO SYSTEMS, INC.**  
**STOCK OPTION ASSUMPTION AGREEMENT**

Dear [Field: Full Name]:

As you know, on May 20, 2009 (the "Closing Date") Cisco Systems, Inc. ("Cisco") acquired Pure Digital Technologies, Inc., (the "Acquisition") pursuant to the Agreement and Plan of Merger by and among Cisco Systems, Inc., Python Acquisition Corp., Pure Digital Technologies, Inc., and the Shareholders' Agent dated as of March 18, 2009 (the "Merger Agreement"). On the Closing Date you held one or more outstanding options to purchase shares of Pure Digital Technologies, Inc. common stock granted to you under the 2009 Equity Incentive Plan of Pure Digital Technologies, Inc. (the "Plan"). Pursuant to the Merger Agreement, on the Closing Date, Cisco assumed all obligations of Pure Digital Technologies, Inc. under your outstanding option (or options). This Stock Option Assumption Agreement (the "Agreement") evidences the terms of Cisco's assumption of an option (or options) to purchase Pure Digital Technologies, Inc., common stock granted to you under the Plan (the "Pure Digital Technologies, Inc. Option(s)"), and documented by a stock option agreement (or stock option agreements) and any amendment(s) and/or option assumption agreements entered into by and between you and Pure Digital Technologies, Inc. (the "Option Agreement(s)"), including the necessary adjustments for assumption of the Pure Digital Technologies, Inc. Option(s) that are required by the Acquisition.

The table below summarizes your Pure Digital Technologies, Inc. Option(s) immediately before and after the Acquisition:

<b>Employee ID</b>	<i>[Field: Employee ID]</i>
<b>Grant Date</b>	<i>[Field: Grant Date]</i>
<b>Type of Option</b>	<i>[Field: Grant Type]</i>
<b>Grant Number</b>	<i>[Field: Grant Number]</i>
<b>Cisco Number of Option Shares</b>	<i>[Field: Shares Granted]</i>
<b>Cisco Exercise Price Per Share</b>	<i>[Field: Option Price]</i>
<b>Original Number of Option Shares</b>	<i>[Field: Acquisition Shares]</i>
<b>Original Exercise Price Per Share</b>	<i>[Field: Acquisition Exercise Price]</i>
<b>Vesting Commencement Date</b>	<i>[Field: Vest Start Date]</i>
<b>Expiration Date</b>	<i>[Field: Expiration Date]</i>

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The post-Acquisition adjustments are based on the Option Exchange Ratio of 0.4051003860 as determined in accordance with the terms of the Merger Agreement, and are intended to: (i) assure that the total spread of your assumed Pure Digital Technologies, Inc. Option(s) (i.e., the difference between the aggregate fair market value and the aggregate exercise price) does not exceed the total spread that existed immediately prior to the Acquisition; and (ii) to preserve, on a per share basis, the ratio of exercise price to fair market value that existed immediately prior to the Acquisition. The number of shares of Cisco common stock subject to your assumed Pure Digital Technologies, Inc. Option(s) was determined by multiplying the Option Exchange Ratio by the number of shares remaining subject to your Pure Digital Technologies, Inc. Option(s) on the Closing Date and rounding the resulting product down to the next whole number of shares of Cisco common stock. The exercise price per share of your assumed Pure Digital Technologies, Inc. Option(s) was determined by dividing the exercise price per share of your Pure Digital Technologies, Inc. Option(s) by the Option Exchange Ratio and rounding the resulting quotient up to the next whole cent.

Unless the context otherwise requires, any references in the Plan and the Option Agreement(s) to: (i) the “Company” or the “Corporation” means Cisco, (ii) “Stock,” “Common Stock” or “Shares” means shares of Cisco common stock, (iii) the “Board of Directors” or the “Board” means the Board of Directors of Cisco and (iv) the “Committee” means the Compensation and Management Development Committee of the Board of Directors of Cisco. All references in the Option Agreement(s) and the Plan relating to your status as an employee or consultant of Pure Digital Technologies, Inc. will now refer to your status as an employee of Cisco or any present or future Cisco subsidiary.

The vesting commencement date, vesting schedule and expiration date of your assumed Pure Digital Technologies, Inc. Option(s) remain the same as set forth in the Option Agreement(s) (in this respect, please note that any discussion of option terms (including vesting acceleration) in any employment offer letter (whether from Cisco, Pure Digital Technologies, Inc. or any other related employer) is explanatory in nature and will not result in duplication of benefits (including vesting) with respect to your assumed Pure Digital Technologies, Inc. Option(s)) but with the number of shares subject to each vesting installment and the exercise price per share adjusted to reflect the effect of the Acquisition. Vesting of your assumed Pure Digital Technologies, Inc. Option(s) will be suspended during all leaves of absence in accordance with Cisco’s policies and, the only permissible methods to exercise your assumed Pure Digital Technologies, Inc. Option(s) are cash, check, wire transfer, or through a cashless exercise program with a Cisco-designated broker. All other provisions which govern either the exercise or the termination of your assumed Pure Digital Technologies, Inc. Option(s) remain the same as set forth in the Option Agreement(s), and the provisions of the Option Agreement(s) will govern and control your rights under this Agreement to purchase shares of Cisco common stock, except (i) no assumed Pure Digital Technologies, Inc. Option(s) may be “early exercised” (i.e., an assumed Pure Digital Technologies, Inc. Option(s) may be exercised for shares of Cisco common stock only to the extent vested at the time of exercise pursuant to the applicable vesting schedule) and (ii) as expressly modified by this Agreement, the Merger Agreement or otherwise in connection with the Acquisition. Upon termination of your employment with Cisco or any present or future Cisco subsidiary, you will have the applicable limited post-termination exercise period specified in your

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Option Agreement(s) for your assumed Pure Digital Technologies, Inc. Option(s) to the extent vested and outstanding at the time of termination after which time your assumed Pure Digital Technologies, Inc. Option(s) will expire and NOT be exercisable for Cisco common stock.

To exercise your assumed Pure Digital Technologies, Inc. Option(s), you must utilize one of Cisco's preferred brokers, the Charles Schwab Corporation (telephone number is \_\_\_\_\_) or Smith Barney (telephone number is \_\_\_\_\_).

Nothing in this Agreement or the Option Agreement(s) interferes in any way with your right and your employer's right, which rights are expressly reserved, to terminate your employment at any time for any reason. Future options, if any, you may receive from Cisco will be governed by the terms of the Cisco stock option plan under which such options are granted, and such terms may be different from the terms of your assumed Pure Digital Technologies, Inc. Option(s), including, but not limited to, the time period in which you have to exercise vested options after your termination of employment.

Until Cisco's Stock Administration Department is in receipt of your understanding and acceptance of this Agreement (which can be accomplished electronically by following the instructions under the heading of Acknowledgment below) your Cisco account will not be activated and your assumed Pure Digital Technologies, Inc. Option(s) will not be exercisable. If you have any questions regarding this Agreement or your assumed Pure Digital Technologies, Inc. Option(s), please contact \_\_\_\_\_ at \_\_\_\_\_.

CISCO SYSTEMS, INC.

By: /s/ Mark Chandler \_\_\_\_\_  
Mark Chandler  
Corporate Secretary

#### ACKNOWLEDGMENT

[Field: Full Name] acknowledges that clicking on the I Agree button constitutes acceptance and agreement to be bound by the terms of this Agreement, as well as understanding and agreement that all rights and liabilities with respect to the assumed Pure Digital Technologies, Inc. Option(s) listed on the table above are hereby assumed by Cisco and are as set forth in the Option Agreement(s) for such assumed Pure Digital Technologies, Inc. Option(s), the Plan and this Stock Option Assumption Agreement.

#### ATTACHMENTS

Exhibit A - Form S-8 Prospectus

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**CISCO SYSTEMS, INC.**  
**STOCK OPTION ASSUMPTION AGREEMENT**  
**PURE DIGITAL TECHNOLOGIES, INC.**  
**UNITED KINGDOM**

Dear [Field: Full Name]:

As you know, on May 20, 2009, (the "Closing Date") Cisco Systems, Inc. ("Cisco") acquired Pure Digital Technologies, Inc. ("Pure Digital") (the "Acquisition") pursuant to the Agreement and Plan of Reorganization by and among Cisco Systems, Inc. and Pure Digital dated as of March 18, 2009 (as amended to date, the "Merger Agreement"). On the Closing Date you held one or more outstanding options to purchase shares of Pure Digital common stock granted to you under the Pure Digital Technologies, Inc. 2002 Stock Plan, (the "Plan"). Pursuant to the Merger Agreement, on the Closing Date, Cisco assumed all obligations of Pure Digital under your outstanding option (or options). This Stock Option Assumption Agreement (the "Agreement") evidences the terms of Cisco's assumption of an option (or options) to purchase Pure Digital common stock granted to you under the Plan (the "Pure Digital Option(s)"), and documented by a notice of grant and stock option agreement(s) (or stock option agreements) and any amendment(s) entered into by and between you and Pure Digital (the "Option Agreement(s)"), including the necessary adjustments for assumption of the Pure Digital Option(s) that are required by the Acquisition.

The table below summarizes your Pure Digital Option(s) immediately before and after the Acquisition:

<b>Employee ID</b>	<i>[Field: Employee ID]</i>
<b>Grant Date</b>	<i>[Field: Grant Date]</i>
<b>Type of Option</b>	<i>[Field: Grant Type]</i>
<b>Grant Number</b>	<i>[Field: Grant Number]</i>
<b>Cisco Number of Option Shares</b>	<i>[Field: Shares Granted]</i>
<b>Cisco Exercise Price Per Share</b>	<i>[Field: Option Price]</i>
<b>Original Number of Option Shares</b>	<i>[Field: Acquisition Shares]</i>
<b>Original Exercise Price Per Share</b>	<i>[Field: Acquisition Exercise Price]</i>
<b>Vesting Commencement Date</b>	<i>[Field: Vest Start Date]</i>
<b>Expiration Date</b>	<i>[Field: Expiration Date]</i>

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The post-Acquisition adjustments are based on the Option Exchange Ratio of 0.4051003860 as determined in accordance with the terms of the Merger Agreement, and are intended to: (i) ensure that the total spread of your assumed Pure Digital Option(s) (i.e., the difference between the aggregate fair market value and the aggregate exercise price) does not exceed the total spread that existed immediately prior to the Acquisition; and (ii) to preserve, on a per share basis, the ratio of exercise price to fair market value that existed immediately prior to the Acquisition. If applicable, and to the extent allowable by law, the adjustments are also intended to retain “incentive stock option” status under U.S. tax laws. The number of shares of Cisco common stock subject to your assumed Pure Digital Option(s) was determined by multiplying the Option Exchange Ratio by the number of shares remaining subject to your Pure Digital Option(s) on the Closing Date and rounding the resulting product down to the next whole number of shares of Cisco common stock. The exercise price per share of your assumed Pure Digital Option(s) was determined by dividing the exercise price per share of your Pure Digital Option(s) by the Option Exchange Ratio and rounding the resulting quotient up to the next whole cent.

Unless the context otherwise requires, any references in the Plan and the Option Agreement(s) to: (i) the “Company” means Cisco, (ii) “Stock,” “Common Stock” or “Shares” means shares of Cisco common stock, (iii) the “Board of Directors” or the “Board” means the Board of Directors of Cisco, and (iv) the “Committee” means the Compensation and Management Development Committee of the Board of Directors of Cisco. As used in this Agreement “Employer” means your actual employer. All references in the Option Agreement(s) and the Plan relating to your status as an employee or consultant of Pure Digital or Flip Video U.K. Ltd. will now refer to your status as an employee of Cisco or any present or future Cisco parent, subsidiary or affiliate.

The vesting commencement date and expiration date of your assumed Pure Digital Option(s) remain the same as set forth in the Option Agreement(s) (in this respect, please note that any discussion of option terms (including vesting acceleration) in any employment offer letter (whether from Cisco, Pure Digital, Flip Video U.K. Ltd., or any other related employer) is explanatory in nature and will not result in duplication of benefits (including vesting) with respect to your assumed Pure Digital Option(s)) but with the number of shares subject to each vesting installment and the exercise price per share adjusted to reflect the effect of the Acquisition.

Vesting of your assumed Pure Digital Option(s) will be suspended during all leaves of absence in accordance with Cisco’s policies and, the only permissible methods to exercise your assumed Pure Digital Option(s) are cash, check, wire transfer, or through a cashless exercise program with a Cisco-designated broker. All other provisions which govern either the exercise or the termination of your assumed Pure Digital Option(s) remain the same as set forth in the Option Agreement(s), and the provisions of the Option Agreement(s) will govern and control your rights under this Agreement to purchase shares of Cisco common stock, except (i) no assumed Pure Digital Option(s) may be “early exercised” (i.e., an assumed Pure Digital Option may be exercised for shares of Cisco common stock only to the extent the assumed Pure Digital Option is vested at the time of exercise pursuant to the applicable vesting schedule) and (ii) as expressly modified by this Agreement, the Merger Agreement or otherwise in connection with the Acquisition. Upon termination of your active employment with Cisco or any present or future Cisco parent, subsidiary or affiliate, you will have the applicable limited post-termination exercise period specified in your Option Agreement(s) for your assumed Pure Digital Option(s) to the extent vested and outstanding at the time of termination, after which time your assumed Pure Digital Option(s) will expire and NOT be exercisable for Cisco common stock.

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To exercise your assumed Pure Digital Option(s), you must utilize Cisco's designated broker, the Charles Schwab Corporation (the telephone number is \_\_\_\_\_).

Nothing in this Agreement or the Option Agreement(s) interferes in any way with your right and the right of Cisco or its parent, subsidiary or affiliate, which rights are expressly reserved, to terminate your employment at any time for any reason and whether or not in breach of local labor laws. Future options, if any, you may receive from Cisco will be governed by the terms of the Cisco stock option plan under which such options are granted, and such terms may be different from the terms of your assumed Pure Digital Option(s), including, but not limited to, the time period in which you have to exercise vested options after your termination of your active employment.

The following are additional terms and conditions of your assumed Pure Digital Options:

#### Tax Related Items.

Prior to exercise of the assumed Pure Digital Option(s) (or conversion/acceleration of vesting of the assumed Pure Digital Option(s) if the conversion/acceleration is a taxable event in your country), you authorize the Company and/or your Employer, or their respective agents, at their discretion to satisfy any obligations for Option Tax Liability, including income tax, Primary and Secondary Class I National Insurance Contributions and, payroll tax or other tax-related withholding ("Tax-Related Items") in relation to your assumed Pure Digital Option(s) by one or a combination of the following: (1) by withholding all applicable Tax-Related Items from your wages or other cash compensation paid to you by the Company and/or the Employer; (2) withholding from proceeds of the sale of the Shares acquired upon exercise of the Pure Digital Option(s) either through a voluntary sale (specifically including where the Pure Digital Option(s) is/are exercised in accordance with a cashless exercise program with a Cisco-designated broker) or through a mandatory sale arranged by the Company (on your behalf, pursuant to this authorization); (3) withholding of Shares that would otherwise be issued upon exercise of the Pure Digital Option(s) or (4) requiring you to satisfy the liability for Tax-Related Items by means of any other arrangement approved by the Company. To avoid financial accounting charges under applicable accounting guidance, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or may take any other action required to avoid financial accounting charges under applicable accounting guidance. Finally, you must pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the Plan or your purchase of Shares that cannot be satisfied by the means previously described. The Company may refuse to honor the exercise, refuse to convert your assumed Pure Digital Option(s) and/or refuse to issue or deliver the Shares or the proceeds of the sale of Shares if you fail to comply with your obligations in connection with the Tax-Related Items as described in this Paragraph.

Regardless of any action the Company or the Employer takes with respect to any or all Tax-Related Items, you acknowledge that the ultimate liability for all Tax-Related Items is and remains your responsibility and may exceed the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection

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with any aspect of the Pure Digital Option(s), including the grant, vesting, conversion into options over Cisco Shares or exercise of the Pure Digital Option(s), any acceleration of vesting, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (2) do not commit to structure the terms of the conversion of Pure Digital Option(s) into options over Cisco Shares, any acceleration of vesting or any aspect of the Pure Digital Option(s) to reduce or eliminate your liability for Tax-Related Items or achieve a particular tax result. Further, if you become subject to taxation in more than one jurisdiction between the grant date and the date of any relevant taxable event, you acknowledge that the Company 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.

If payment or withholding of the income tax due is not made within 90 days of the event giving rise to the Tax-Related Items (the "Due Date") or such other period specified in section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, the amount of any uncollected Tax-Related Items shall constitute a loan owed by you to the Employer, effective on the Due Date. You agree that the loan will bear interest at the then-current Her Majesty's Revenue and Customs ("HMRC") official rate, it will be immediately due and repayable, and Cisco or the Employer may recover it at any time thereafter by any of the means referred to above in this Agreement. You also authorize Cisco to withhold the transfer of any Shares unless and until the loan is repaid in full.

Notwithstanding the foregoing, if you are an executive officer or director (as those titles are used for purposes of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that you are an executive officer or director and Tax-Related Items are not collected from or paid by you within 90 days of the Taxable Event, the amount of any uncollected Tax-Related Items may constitute a benefit to you on which additional income tax and National Insurance Contributions may be payable. You acknowledge that the Company or the Employer may recover any such additional income tax and National Insurance Contributions at any time thereafter by any of the means referred to above.

You agree to accept liability for any Secondary Class I National Insurance Contributions ("Employer NICs") which may be payable by Cisco or the Employer in connection with the Pure Digital Options. Without prejudice to the foregoing, you expressly agree to the terms of the joint election set forth in this section between you and Cisco (the "Election"), the form of such Election being formally approved by HMRC. You agree to enter into such further joint elections as may be required between you and any successor to Cisco. If you do not accept this Agreement, including the Election, prior to the exercise or vesting date, or if the Election is revoked at any time by HMRC, the assumed Pure Digital Options shall become null and void without any liability to Cisco and/or the Employer and shall lapse with immediate effect.

This Election is between you, the holder of outstanding Pure Digital Option(s), and Cisco (of 170 West Tasman Dr., San Jose, California, USA 95134), which is entering into this Form of Election on behalf of the Employer.

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This Election relates to Employer NICs which may arise on (i) the acquisition of securities pursuant to the exercise of and/or vesting of the assumed Pure Digital Option(s) (within section 477(3)(a) of the Income Tax (Earnings and Pensions) Act 2003 (“ITEPA”)); and/or (ii) the assignment or release of the assumed Pure Digital Option(s) in return for consideration (within section 477(3)(b) of ITEPA); and/or (iii) the receipt of any other benefit in connection with the assumed Pure Digital Option(s) (within section 477(3)(c) of ITEPA); and/or (iv) post-acquisition events in connection with the assumed Pure Digital Option(s) or securities acquired pursuant to the assumed Pure Digital Option(s) (within section 427 of ITEPA); and/or (v) post-acquisition events in connection with the assumed Pure Digital Option(s) or securities acquired pursuant to the assumed Pure Digital Option(s) (within section 439 of ITEPA), (each, a “Taxable Event”) pursuant to section 4(4)(a) and/or paragraph 3B(1A) of Schedule 1 of the Social Security Contributions and Benefits Act 1992 (“SSCBA”).

This Election is made in accordance with paragraph 3B(1) of Schedule 1 to SSCBA. This Election applies to all assumed Pure Digital Options that have been granted to you under the Plans and in accordance with this Agreement. For the avoidance of doubt, this Election does not apply to employment income arising by virtue of Chapter 3A of Part VII of ITEPA. This Election does not apply in relation to any liability, or any part of any liability, arising as a result of regulations being given retrospective effect by virtue of section 4B(2) of either the SSCBA, or the Social Security Contributions and Benefits (Northern Ireland) Act 1992.

You and Cisco jointly elect that the entire liability of the Employer to pay Employer NICs on the Taxable Event is hereby transferred to you. You understand that by signing below or clicking on the ‘I accept box’ to accept this Agreement, including this Election, you will become personally liable for the Employer NICs covered by this Election.

You and Cisco acknowledge that the Employer is under a duty to remit the Employer NICs to the HMRC on your behalf within 14 days after the end of the U.K. tax month during which the Taxable Event occurs, or such other period of time, as prescribed. You agree to pay to Cisco and/or your Employer the Employer NICs on demand, at any time on or after the Taxable Event and you hereby authorize Cisco and/or the Employer to account for the Employer NICs to HMRC.

Without limitation to the preceding paragraph, you hereby authorize Cisco and/or the Employer to collect the Employer NICs from you at any time on or after the Taxable Event by any of the means set forth in this Agreement. Cisco reserves for itself and the Employer the right to withhold the transfer of any Shares to you until full payment of the Employer NICs is received.

You and Cisco agree to be bound by the terms of this Election regardless of whether you are transferred abroad or are not employed by the Employer on the date on which the Employer NICs becomes due. This Election will continue in effect until the earliest of the following: (i) you and Cisco both agree in writing that it should cease to have effect; (ii) the date Cisco serves written notice on you terminating its effect; (iii) the date the HMRC withdraws approval of this Election; or (iv) on the date this Election ceases to have effect in accordance with its terms in respect of any outstanding assumed Pure Digital Option(s) granted under the Plans. This Election will continue in force regardless of whether you cease to provide services to the Employer.

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The employing companies to which this Election currently relates are:

<u>Name</u>	<u>Address</u>
Fibercore Limited	Fibercore House University Parkway Chilworth Science Park Southampton Hampshire SO16 7QQ
Cisco Systems Limited	Eversheds House 70 Great Bridgewater Street Manchester M1 5ES
Scientific-Atlanta	49 Suttons Park Avenue Reading
Western Europe Limited	Berkshire RG61 1AZ
Cisco Systems (Scotland) Limited	MD Secretaries Limited Princes Exchange 1 Earl Grey Street Edinburgh EH3 9AQ
Cisco International Limited	1 Callaghan Square Cardiff CF 10 SBT

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#### Data Privacy

You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal information as described in this Agreement by and among, as applicable, the Employer, and the Company and its parent, subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand that the Company and the Employer hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number (or other social or national identification number), salary, nationality, job title, residency status, any Shares or directorships held in the Company, details of all assumed Pure Digital Option(s) or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding ("Data"), for the purpose of implementing, administering and managing your participation in the Plan. You understand that Data may be transferred to the Company or any of its parent, subsidiaries or affiliates, or to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in your country or elsewhere, including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any potential

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recipients of the Data by contacting your local human resources representative. You authorize the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data to a broker or other third party assisting with the administration of the assumed Pure Digital Option(s) under the Plan or with whom Shares acquired pursuant to the exercise of the assumed Pure Digital Option(s) or cash from the sale of Shares may be deposited. Furthermore, you acknowledge and understand that the transfer of such Data to the Company or any of its parent, subsidiaries or affiliates, or any third parties is necessary for your participation in the Plan.

You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you 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 your local human resources representative. You further acknowledge that withdrawal of consent may affect your ability to realize benefits from the assumed Pure Digital Option(s) and your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

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#### No Entitlement or Claims for Compensation.

By accepting this Agreement, you hereby acknowledge and agree as follows:

(a) Your rights, if any, in respect of or in connection with the assumed Pure Digital Options or any other stock award are derived solely from the discretionary decision of Cisco to permit you to benefit from a discretionary award. The Plan may be amended, suspended or terminated by Cisco at any time, unless otherwise provided in the Plan and this Agreement or the Option Agreement(s). By exercising the assumed Pure Digital Option, you expressly acknowledge that there is no obligation on the part of Cisco to continue the Plan and/or grant any additional stock awards or benefits in lieu of options or any other stock awards even if Pure Digital Options have been granted repeatedly in the past. All decisions with respect to future option grants, if any, will be at the sole discretion of Cisco.

(b) The assumed Pure Digital Options and the Shares subject to the assumed Pure Digital Options are not intended to replace any pension rights or compensation and are not to be considered compensation of a continuing or recurring nature, or part of your normal or expected compensation, and in no way represent any portion of your salary, compensation or other remuneration for any purpose, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, and in no event should be considered as compensation for, or relating in any way to, past services for Pure Digital, Flip Video U.K. Ltd., the Employer or Cisco or its parent, subsidiaries or affiliates. The value of the assumed Pure Digital Options and the Shares subject to the Pure Digital Options are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to Pure Digital, Flip Video U.K. Ltd., the Employer or Cisco or its parent, subsidiaries or affiliates and which are outside the scope of your written employment agreement (if any).

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(c) You acknowledge that you are voluntarily participating in the Plan.

(d) Neither the Plan nor the assumed Pure Digital Options or any other stock award granted under the Plan shall be deemed to give you a right to remain an employee, consultant or director of Cisco, its parent, subsidiaries or affiliates. The Employer reserves the right to terminate your service at any time, with or without cause, and for any reason, subject to applicable laws, Cisco's Articles of Incorporation and Bylaws and a written employment agreement (if any).

(e) Your participation in the Plan will not be interpreted to form an employment contract or relationship with the Employer or Cisco or its parent, subsidiaries or affiliates.

(f) The future value of the underlying Shares is unknown and cannot be predicted with certainty. If the underlying Shares do not increase in value, the assumed Pure Digital Options will have no value. If you exercise the assumed Pure Digital Options and obtain Shares, the value of the Shares acquired upon exercise may increase or decrease in value, even below the exercise price. You understand that neither the Employer, nor the Company or its parent, subsidiaries or affiliates is responsible for any foreign exchange fluctuation between the Employer's local currency and the United States Dollar that may affect the value of the assumed Pure Digital Options.

(g) In consideration of the conversion of the assumed Pure Digital Options, no claim or entitlement to compensation or damages shall arise from forfeiture of the Pure Digital Options resulting from termination of your service by Cisco or the Employer (for any reason whatsoever and whether or not in breach of local labor laws) and you irrevocably release the Company and the Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by signing this Agreement, you shall be deemed irrevocably to have waived your entitlement to pursue such claim.

(h) You agree that Cisco may require the Pure Digital Options assumed and converted hereunder to be exercised with, and the Shares held by, a broker designated by the Company.

(i) You agree that your rights to acquire Shares or proceeds from the sale of Shares hereunder (if any) shall be subject to set-off by Cisco for any valid debts that you owe to Cisco.

(j) The Pure Digital Options and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability.

(k) Cisco and the Employer are not providing any tax, legal or financial advice, nor are Cisco and the Employer making any recommendations regarding your participation in the Plan, or your acquisition or sale of Cisco Shares; you are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

You hereby acknowledge and agree as follows: (a) the conversion and adjustment of your assumed Pure Digital Option(s) and/or acceleration of vesting of your assumed Pure Digital Option(s) to awards over Cisco Shares may have adverse tax and social insurance contribution consequences, including but not limited to any loss of tax and social insurance qualified status and the inability to obtain a tax or social insurance refund for taxes or contributions already paid on such assumed Pure Digital Option(s), and that Pure Digital, Cisco and your Employer do not

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take any responsibility or liability with respect to the loss of tax and social insurance qualified status of your assumed Pure Digital Option(s); (b) you received information regarding the adjustment and conversion of your Pure Digital Option(s); and (c) you acknowledge that exercise and vesting of your Pure Digital Option(s) is contingent upon compliance with applicable local laws; in particular, if allowing you to exercise or receive assumed Pure Digital Option(s) would not be compliant with applicable foreign securities laws, you will not be permitted to purchase or receive Shares under this Agreement.

You acknowledge that if you have received this Agreement or any other documents related to the Plan translated into a language other than English, and if the meaning of the translated version is different from the English version, the English version will take precedence. Cisco may, in its sole discretion, decide to deliver any documents related to the assumed Pure Digital Option(s) and this Agreement by electronic means or to request your consent to participate in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and, if requested, agree to participate in the Plan through an on-line or electronic system established and maintained by Cisco, the Charles Schwab Corporation or other third party designated by Cisco.

You further agree to enter into the Election. Under the terms of the Election, you agree to continue to be liable for any Employer NICs that may arise in connection with the assumed Pure Digital Options and authorize Cisco and/or the Employer to recover an amount sufficient to cover this liability by such methods including, but not limited to, deductions from salary or other payments due, or the sale of sufficient Shares acquired pursuant to the assumed Pure Digital Options.

Cisco reserves the right to impose other requirements on your participation in the Plan, on the exercise of the assumed Pure Digital Options and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. You agree to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Furthermore, you acknowledge that the laws of the country in which you are working at the time of vesting or exercise of the assumed Pure Digital Options or the sale of Shares received pursuant to this Agreement (including any rules or regulations governing securities, foreign exchange, tax, labor, or other matters) may subject you to additional procedural or regulatory requirements that you are and will be solely responsible for and must fulfill.

Until Cisco's Stock Administration Department is in receipt of your understanding and acceptance of this Agreement (which can be accomplished electronically by following the instructions under the heading of Acknowledgment below) your Cisco account will not be activated and your assumed Pure Digital Technologies, Inc. Option(s) will not be exercisable. If you have any questions regarding this Agreement or your assumed Pure Digital Technologies, Inc. Option(s), please contact \_\_\_\_\_ at \_\_\_\_\_.

CISCO SYSTEMS, INC.

By: /s/ Mark Chandler

\_\_\_\_\_  
Mark Chandler

Corporate Secretary

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## ACKNOWLEDGMENT

[Field: Full Name] acknowledges that clicking on the I Agree button constitutes acceptance and agreement to be bound by the terms of this Agreement, as well as understanding and agreement that all rights and liabilities with respect to the assumed Pure Digital Technologies, Inc. Option(s) listed on the table above are hereby assumed by Cisco and are as set forth in the Option Agreement(s) for such assumed Pure Digital Technologies, Inc. Option(s), the Plan and this Stock Option Assumption Agreement.

## ATTACHMENTS

Exhibit A - Form S-8 Prospectus

**CISCO SYSTEMS, INC.**  
**RESTRICTED STOCK UNIT ASSUMPTION AGREEMENT**

Dear [Field: Full Name]:

As you know, on May 20, 2009 (the “Closing Date”) Cisco Systems, Inc. (“Cisco”) acquired Pure Digital Technologies, Inc., (the “Acquisition”) pursuant to the Agreement and Plan of Merger by and among Cisco Systems, Inc., Python Acquisition Corp., Pure Digital Technologies, Inc., and the Shareholders’ Agent dated as of March 18, 2009 (the “Merger Agreement”). On the Closing Date you held one or more outstanding restricted stock unit awards to acquire shares of Pure Digital Technologies, Inc., common stock granted to you under the 2009 Equity Incentive Plan of Pure Digital Technologies, Inc. (the “Plan”). Pursuant to the Merger Agreement, on the Closing Date, Cisco assumed all obligations of Pure Digital Technologies, Inc., under your outstanding restricted stock unit award (or restricted stock unit awards). This Restricted Stock Unit Assumption Agreement (the “Agreement”) evidences the terms of Cisco’s assumption of a restricted stock unit award (or restricted stock unit awards) to acquire Pure Digital Technologies, Inc. common stock granted to you under the Plan (the “Pure Digital Technologies, Inc. RSU(s)”), and documented by a restricted stock unit agreement (or restricted stock unit agreements) and any amendment(s) and/or restricted stock unit assumption agreements entered into by and between you and Pure Digital Technologies, Inc., (the “RSU Agreement(s)”), including the necessary adjustments for assumption of the Pure Digital Technologies, Inc. RSU(s) that are required by the Acquisition.

The table below summarizes your Pure Digital Technologies, Inc. RSU(s) immediately before and after the Acquisition:

<b>Employee ID</b>	<i>[Field: Employee ID]</i>
<b>Grant Date</b>	<i>[Field: Grant Date]</i>
<b>Type of Award</b>	<i>[Field: Grant Type]</i>
<b>Cisco Number of Shares</b>	<i>[Field: Shares Granted]</i>
<b>Original Number of Shares</b>	[Field: Acquisition Shares]
<b>Vesting Commencement Date</b>	<i>[Field: Vest Start Date]</i>

The post-Acquisition adjustments are based on the Exchange Ratio of 0.4051003860 as determined in accordance with the terms of the Merger Agreement, and are intended to preserve immediately after the Acquisition the aggregate fair market value of the underlying shares

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immediately prior to the Acquisition. The number of shares of Cisco common stock subject to your assumed Pure Digital Technologies, Inc. RSU(s) was determined by multiplying the Exchange Ratio by the number of shares remaining subject to your Pure Digital Technologies, Inc. RSU(s) on the Closing Date and rounding the resulting product down to the next whole number of shares of Cisco common stock.

Unless the context otherwise requires, any references in either of the Plan and the RSU Agreement(s) to: (i) the “Company” or the “Corporation” means Cisco, (ii) “Stock,” “Common Stock” or “Shares” means shares of Cisco common stock, (iii) the “Board of Directors” or the “Board” means the Board of Directors of Cisco and (iv) the “Committee” means the Compensation and Management Development Committee of the Board of Directors of Cisco. All references in the RSU Agreement(s) and the Plan relating to your status as an employee or consultant of Pure Digital Technologies, Inc., will now refer to your status as an employee of Cisco or any present or future Cisco subsidiary.

The vesting commencement date, vesting schedule and expiration date of your assumed Pure Digital Technologies, Inc. RSU(s) remain the same as set forth in the RSU Agreement(s) (in this respect, please note that any discussion of terms (including vesting acceleration) in any employment offer letter (whether from Cisco, Pure Digital Technologies, Inc., or any other related employer) is explanatory in nature and will not result in duplication of benefits (including vesting) with respect to your assumed Pure Digital Technologies, Inc. RSU(s) but with the number of shares subject to each vesting installment adjusted to reflect the effect of the Acquisition. Vesting of your assumed Pure Digital Technologies, Inc. RSU(s) will be suspended during all leaves of absence in accordance with Cisco’s policies. All other provisions which govern either the settlement or the termination of your assumed Pure Digital Technologies, Inc. RSU(s) remain the same as set forth in the RSU Agreement(s), and the provisions of the RSU Agreement(s) will govern and control your rights under this Agreement to acquire shares of Cisco common stock, except as expressly modified by this Agreement, the Merger Agreement or otherwise in connection with the Acquisition. Upon termination of your employment with Cisco, or any present or future Cisco subsidiary, your assumed Pure Digital Technologies, Inc. RSU(s) will immediately expire.

Nothing in this Agreement or the RSU Agreement(s) interferes in any way with your right and your employer’s right, which rights are expressly reserved, to terminate your employment at any time for any reason. Future stock awards, if any, that you may receive from Cisco will be governed by the terms of the Cisco plan under which such stock awards are granted, and such terms may be different from the terms of your assumed Pure Digital Technologies, Inc. RSU(s).

Until Cisco’s Stock Administration Department is in receipt of your understanding and acceptance of this Agreement (which can be accomplished electronically by following the instructions under the heading of Acknowledgment below) your Cisco account will not be activated and your assumed Pure Digital Technologies, Inc. RSU(s) will not be released. If you have any questions regarding this Agreement or your assumed Pure Digital Technologies, Inc. RSU(s), please contact \_\_\_\_\_ at \_\_\_\_\_.

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CISCO SYSTEMS, INC.

By: /s/ Mark Chandler

Mark Chandler

Corporate Secretary

#### ACKNOWLEDGMENT

[Field: Full Name] acknowledges that clicking on the I Agree button constitutes acceptance and agreement to be bound by the terms of this Agreement, as well as understanding and agreement that all rights and liabilities with respect to the assumed Pure Digital Technologies, Inc. RSU(s) listed on the table above are hereby assumed by Cisco and are as set forth in the RSU Agreement(s) for such assumed Pure Digital Technologies, Inc. RSU(s), the Plan (as applicable) and this Restricted Stock Unit Assumption Agreement.

#### ATTACHMENTS

Exhibit A - Form S-8 Prospectus

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**CISCO SYSTEMS, INC.**  
**STOCK UNITS ASSUMPTION AGREEMENT**  
**PURE DIGITAL TECHNOLOGIES, INC.**  
**UNITED KINGDOM**

Dear [Field: Full Name]:

As you know, on May 20, 2009 (the "Closing Date") Cisco Systems, Inc. ("Cisco") acquired Pure Digital Technologies, Inc. ("Pure Digital") (the "Acquisition") pursuant to the Agreement and Plan of Reorganization by and among Cisco Systems, Inc. and Pure Digital dated as of March 18, 2009 (the "Merger Agreement"). On the Closing Date you held one or more outstanding awards of restricted stock units ("Restricted Stock Units") to acquire Shares of Pure Digital common stock granted to you under the Pure Digital Technologies, Inc. 2009 Equity Incentive Plan (the "Plan"). Pursuant to the Merger Agreement, on the Closing Date, Cisco assumed all obligations of Pure Digital under your outstanding Restricted Stock Units. This Restricted Stock Units Assumption Agreement (the "Agreement") evidences the terms of Cisco's assumption of a Restricted Stock Unit (or Restricted Stock Units) to acquire Pure Digital common stock granted to you under the Plan (the "Pure Digital Restricted Stock Unit(s)"), and documented by a notice of grant and/or a Restricted Stock Units Agreement (or "Restricted Stock Unit Agreements") and any amendment(s), including the necessary adjustments for assumption of the Pure Digital Restricted Stock Unit(s) that are required by the Acquisition.

The table below summarizes your Pure Digital Restricted Stock Units(s) immediately before and after the Acquisition:

<b>Employee ID</b>	<i>[Field: Employee ID]</i>
<b>Grant Date</b>	<i>[Field: Grant Date]</i>
<b>Type of Award</b>	<i>[Field: Grant Type]</i>
<b>Cisco Number of Shares</b>	<i>[Field: Shares Granted]</i>
<b>Original Number of Shares</b>	[Field: Acquisition Shares]
<b>Vesting Commencement Date</b>	<i>[Field: Vest Start Date]</i>

The post-Acquisition adjustments are based on the Restricted Stock Unit Exchange Ratio of 0.4051003860, as determined in accordance with the terms of the Merger Agreement, and are intended to preserve immediately after the Acquisition the aggregate fair market value of the underlying shares immediately prior to the Acquisition. The number of shares of Cisco common stock subject to your assumed Pure Digital Restricted Stock Unit(s) was determined by multiplying the Restricted Stock Unit Exchange Ratio by the number of Shares remaining subject to your Pure Digital Restricted Stock Unit(s) on the Closing Date and rounding the resulting product down to the next whole number of shares of Cisco common stock.

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Unless the context otherwise requires, any references in either the Plan and the Restricted Stock Unit(s) Agreement(s) to: (i) the “Company” or the “Corporation” means Cisco, (ii) “Stock,” “Common Stock” or “Shares” means shares of Cisco common stock, (iii) the “Board of Directors” or the “Board” means the Board of Directors of Cisco and (iv) the “Committee” means the Compensation and Management Development Committee of the Board of Directors of Cisco. References in this Agreement to “Employer” mean your actual employer. All references in the Restricted Stock Units Agreement(s) and the Plan relating to your status as an employee or consultant of Pure Digital or a subsidiary or affiliate will now refer to your status as an employee of Cisco or any present or future Cisco parent, subsidiary or affiliate.

The vesting commencement date, vesting schedule and expiration date of your assumed Pure Digital Restricted Stock Unit(s) remain the same as set forth in the Restricted Stock Units Agreement(s), (in this respect, please note that any discussion of terms (including vesting acceleration) in any employment offer letter (whether from Cisco, Pure Digital, or any other related employer) is explanatory in nature and will not result in duplication of benefits (including vesting) with respect to your assumed Pure Digital Restricted Stock Unit(s)) but with the number of shares subject to each vesting installment adjusted to reflect the effect of the Acquisition. Vesting of your assumed Pure Digital Restricted Stock Unit (s) will be suspended during all leaves of absence in accordance with Cisco’s policies. All other provisions which govern either the settlement or the termination of your assumed Pure Digital Restricted Stock Unit(s) remain the same as set forth in the Restricted Stock Unit Agreement (s), and the provisions of the Restricted Stock Unit Agreement(s) will govern and control your rights under this Agreement to acquire shares of Cisco common stock, except as expressly modified by this Agreement, the Merger Agreement or otherwise in connection with the Acquisition.

Upon termination of your active employment with Cisco or any present or future Cisco subsidiary, all unvested Restricted Stock Units shall be immediately forfeited without consideration.

Nothing in this Agreement or the Restricted Stock Unit(s) Agreement(s) interferes in any way with your right and the right of Cisco or its parent, subsidiary or affiliate, which rights are expressly reserved, to terminate your employment at any time for any reason and whether or not in breach of local labor laws. Future stock units, if any, you may receive from Cisco will be governed by the terms of the Cisco plan under which such stock units are granted, and such terms may be different from the terms of your assumed Pure Digital Restricted Stock Unit(s), including, but not limited to, the vesting schedule.

The following are additional terms and conditions of your Restricted Stock Units:

Restricted Stock Units shall be automatically settled in Shares upon vesting of such Restricted Stock Units, provided that the Company shall have no obligation to issue Shares pursuant to this Agreement unless and until you have satisfied any applicable “Tax-Related Items,” as described below, and such issuance otherwise complies with all applicable law.

#### Tax Related Items.

Prior to vesting of the assumed Pure Digital Restricted Stock Unit(s) (or adjustment and conversion of the assumed Pure Digital Restricted Stock Unit(s) if the adjustment and conversion is a taxable event in your country), you authorize the Company and/or your Employer, or their respective agents, at their discretion to satisfy any obligations for income tax, Primary and

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Secondary Class I National Insurance Contributions and, payroll tax or other tax-related withholding (“Tax-Related Items”) in relation to your assumed Pure Digital Restricted Stock Unit(s) by one or a combination of the following: (1) by withholding all applicable Tax-Related Items from your wages or other cash compensation paid to you by the Company and/or the Employer; (2) withholding from proceeds of the sale of the Shares issued upon settlement of the Pure Digital Restricted Stock Unit(s) either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf, pursuant to this authorization); (3) withholding of Shares that would otherwise be issued upon vesting of the Pure Digital Restricted Stock Unit(s) or (4) requiring you to satisfy the liability for Tax-Related Items by means of any other arrangement approved by the Company. If the obligation for Tax-Related Items is satisfied by withholding of Shares, for tax purposes, you are deemed to have been issued the full number of Shares subject to the vested Restricted Stock Units, 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 your participation in the Plan. To avoid financial accounting charges under applicable accounting guidance, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or may take any other action required to avoid financial accounting charges under applicable accounting guidance. Finally, you must pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the Plan or your acquisition of Shares that cannot be satisfied by the means previously described. The Company may refuse to convert your assumed Pure Digital Restricted Stock Unit(s) and/or refuse to issue or deliver the Shares or the proceeds of the sale of Shares if you fail to comply with your obligations in connection with the Tax-Related Items as described in this Paragraph.

Regardless of any action the Company or the Employer takes with respect to any or all Tax-Related Items, you acknowledge that the ultimate liability for all Tax-Related Items is and remains your responsibility and may exceed the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Pure Digital Restricted Stock Unit(s), including the grant, vesting, conversion into Restricted Stock Units over Cisco Shares, any acceleration of vesting, the subsequent sale of Shares acquired at vesting and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the conversion of Pure Digital Restricted Stock Unit(s) into Restricted Stock Units over Cisco Shares, any acceleration of vesting or any aspect of the Pure Digital Restricted Stock Unit(s) to reduce or eliminate your liability for Tax-Related Items or achieve a particular tax result. Further, if you become subject to taxation in more than one jurisdiction between the grant date and the date of any relevant taxable event, you acknowledge that the Company 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.

If payment or withholding of the income tax due is not made within 90 days of the event giving rise to the Tax-Related Items (the “Due Date”) or such other period specified in section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, the amount of any uncollected Tax-Related Items shall constitute a loan owed by you to the Employer, effective on the Due Date. You agree that the loan will bear interest at the then-current Her Majesty’s Revenue and Customs (“HMRC”) official rate, it will be immediately due and repayable, and Cisco or the Employer may recover it at any time thereafter by any of the means referred to above in this Agreement. You also authorize Cisco to withhold the transfer of any Shares unless and until the loan is repaid in full.

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Notwithstanding the foregoing, if you are an executive officer or director (as those titles are used for purposes of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that you are an executive officer or director and Tax-Related Items are not collected from or paid by you within 90 days of the Taxable Event, the amount of any uncollected Tax-Related Items may constitute a benefit to you on which additional income tax and National Insurance Contributions may be payable. You acknowledge that the Company or the Employer may recover any such additional income tax and National Insurance Contributions at any time thereafter by any of the means referred to above.

You agree to accept liability for any Secondary Class I National Insurance Contributions which may be payable by Cisco or the Employer in connection with the assumed Pure Digital Restricted Stock Units. Without prejudice to the foregoing, you expressly agree to the terms of the joint election set forth in this section between you and Cisco (the "Election"), the form of such Election being formally approved by HMRC. You agree to enter into such further joint elections as may be required between you and any successor to Cisco. If you do not accept this Agreement, including the Election, prior to the vesting date, or if the Election is revoked at any time by HMRC, the assumed Pure Digital Restricted Stock Units shall become null and void without any liability to Cisco and/or the Employer and shall lapse with immediate effect.

This Election is between you, the holder of outstanding Pure Digital Restricted Stock Unit(s), and Cisco (of 170 West Tasman Dr., San Jose, California, USA 95134), which is entering into this Form of Election on behalf of the Employer.

This Election relates to Employer NICs which may arise on (i) the acquisition of securities pursuant to the vesting of the assumed Pure Digital Restricted Stock Unit(s) (within section 477(3)(a) of the Income Tax (Earnings and Pensions) Act 2003 ("ITEPA")); and/or (ii) the assignment or release of the assumed Pure Digital Restricted Stock Unit(s) in return for consideration (within section 477(3)(b) of ITEPA); and/or (iii) the receipt of any other benefit in money or money's worth in connection with the assumed Pure Digital Restricted Stock Unit(s) (within section 477(3)(c) of ITEPA); and/or (iv) post-acquisition events in connection with the assumed Pure Digital Restricted Stock Unit(s) or the securities acquired pursuant to the assumed Pure Digital Restricted Stock Unit(s) (within section 427 of ITEPA); and/or (v) post-acquisition events in connection with the assumed Pure Digital Restricted Stock Unit(s) or the securities acquired pursuant to the assumed Pure Digital Restricted Stock Unit(s) (within section 439 of ITEPA), (each, a "Taxable Event") pursuant to section 4(4)(a) and/or paragraph 3B(1A) of Schedule 1 of the Social Security Contributions and Benefits Act 1992 ("SSCBA").

This Election is made in accordance with paragraph 3B(1) of Schedule 1 to SSCBA. This Election applies to all assumed Pure Digital Restricted Stock Units that have been granted to you under the Plans and in accordance with this Agreement. For the avoidance of doubt, this Election does not apply to employment income arising by virtue of Chapter 3A of Part VII of ITEPA. This Election does not apply in relation to any liability, or any part of any liability, arising as a result of regulations being given retrospective effect by virtue of section 4B(2) of either the SSCBA, or the Social Security Contributions and Benefits (Northern Ireland) Act 1992.

You and Cisco jointly elect that the entire liability of the Employer to pay Employer NICs on the Taxable Event is hereby transferred to you. You understand that by signing below or clicking on the 'I accept box' to accept this Agreement, including this Election, you will become personally liable for the Employer NICs covered by this Election.

You and Cisco acknowledge that the Employer is under a duty to remit the Employer NICs to the HMRC on your behalf within 14 days after the end of the U.K. tax month during which the Taxable Event occurs, or such other period of time, as prescribed. You agree to pay to Cisco and/or your Employer the Employer NICs on demand, at any time on or after the Taxable Event and you hereby authorize Cisco and/or the Employer to account for the Employer NICs to HMRC.

Without limitation to the preceding paragraph, you hereby authorize Cisco and/or the Employer to collect the Employer NICs from you at any time on or after the Taxable Event by any of the means set forth in this Agreement. Cisco reserves for itself and the Employer the right to withhold the transfer of any Shares to you until full payment of the Employer NICs is received.

You and Cisco agree to be bound by the terms of this Election regardless of whether you are transferred abroad or are not employed by the Employer on the date on which the Employer NICs becomes due. This Election will continue in effect until the earliest of the following: (i) you and Cisco both agree in writing that it should cease to have effect; (ii) the date Cisco serves written notice on you terminating its effect; (iii) the date the HMRC withdraws approval of this Election; or (iv) on the date this Election ceases to have effect in accordance with its terms in respect of any outstanding assumed Pure Digital Restricted Stock Unit(s) granted under the Plans. This Election will continue in force regardless of whether you cease to provide services to the Employer.

The employing companies to which this Election currently relates are:

<u>Name</u>	<u>Address</u>
Fibercore Limited	Fibercore House University Parkway Chilworth Science Park Southampton Hampshire SO16 7QQ
Cisco Systems Limited	Eversheds House 70 Great Bridgewater Street Manchester M1 5ES
Scientific-Atlanta Western Europe Limited	49 Suttons Park Avenue Reading Berkshire RG61 1AZ
Cisco Systems (Scotland) Limited	MD Secretaries Limited Princes Exchange 1 Earl Grey Street Edinburgh EH3 9AQ
Cisco International Limited	1 Callaghan Square Cardiff CF 10 SBT

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#### Data Privacy.

You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal information as described in this Agreement by and among, as applicable, the Employer, and the Company and its parent, subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand that the Company and the Employer hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number (or other social or national identification number), salary, nationality, job title, residency status, any Shares or directorships held in the Company, details of all assumed Pure Digital Restricted Stock Unit(s) or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding (“Data”), for the purpose of implementing, administering and managing your participation in the Plan. You understand that Data may be transferred to the Company or any of its parent, subsidiaries or affiliates, or to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in your country or elsewhere, including outside the European Economic Area, and that the recipient’s country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data to a broker or other third party assisting with the administration of the assumed Pure Digital Restricted Stock Unit(s) under the Plan or with whom Shares acquired pursuant to the vesting of the assumed Pure Digital Restricted Stock Unit(s) or cash from the sale of Shares may be deposited. Furthermore, you acknowledge and understand that the transfer of such Data to the Company or any of its parent, subsidiaries or affiliates, or any third parties is necessary for your participation in the Plan.

You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you 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 your local human resources representative. You further acknowledge that withdrawal of consent may affect your ability to realize benefits from the assumed Pure Digital Restricted Stock Unit(s) and your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

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#### No Entitlement or Claims for Compensation.

By accepting this Agreement, you hereby acknowledge and agree as follows:

(a) Your rights, if any, in respect of or in connection with the assumed Pure Digital Restricted Stock Units or any other stock award are derived solely from the discretionary decision of Cisco to permit you to benefit from a discretionary award. The Plan may be amended, suspended or

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terminated by Cisco at any time, unless otherwise provided in the Plan and this Agreement or the Restricted Stock Unit Agreement(s). By accepting Shares subject to the Pure Digital Restricted Stock Units, you expressly acknowledge that there is no obligation on the part of Cisco to continue the Plan and/or grant any additional stock awards or benefits in lieu of stock units or any other stock awards even if Pure Digital Restricted Stock Units have been granted repeatedly in the past. All decisions with respect to future stock awards, if any, will be at the sole discretion of Cisco.

(b) The assumed Pure Digital Restricted Stock Units and the Shares subject to the assumed Pure Digital Restricted Stock Units are not intended to replace any pension rights or compensation and are not to be considered compensation of a continuing or recurring nature, or part of your normal or expected compensation, and in no way represent any portion of your salary, compensation or other remuneration for any purpose, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, and in no event should be considered as compensation for, or relating in any way to, past services for Pure Digital, the Employer or Cisco or its parent, subsidiaries or affiliates. The value of the assumed Pure Digital Restricted Stock Units and the Shares subject to the Pure Digital Restricted Stock Units are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to Pure Digital, the Employer or Cisco or its parent, subsidiaries or affiliates and which are outside the scope of your written employment agreement (if any).

(c) You acknowledge that you are voluntarily participating in the Plan.

(d) Neither the Plan nor the assumed Pure Digital Restricted Stock Units or any other stock award granted under the Plan shall be deemed to give you a right to remain an employee, consultant or director of Cisco, its parent, subsidiaries or affiliates. The Employer reserves the right to terminate your service at any time, with or without cause, and for any reason, subject to applicable laws, Cisco's Articles of Incorporation and Bylaws and a written employment agreement (if any).

(e) Your participation in the Plan will not be interpreted to form an employment contract or relationship with the Employer or Cisco or its parent, subsidiaries or affiliates.

(f) The future value of the underlying Shares is unknown and cannot be predicted with certainty. If you vest in the assumed Pure Digital Restricted Stock Units and obtain Shares, the value of the Shares acquired upon issuance may increase or decrease in value. You understand that neither the Employer, nor the Company or its parent, subsidiaries or affiliates is responsible for any foreign exchange fluctuation between the Employer's local currency and the United States Dollar that may affect the value of the assumed Pure Digital Restricted Stock Units.

(g) In consideration of the conversion of the assumed Pure Digital Restricted Stock Units, no claim or entitlement to compensation or damages shall arise from forfeiture of the Pure Digital Restricted Stock Units resulting from termination of your service by Cisco or the Employer (for any reason whatsoever and whether or not in breach of local labor laws) and you irrevocably release the Company and the Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by signing this Agreement, you shall be deemed irrevocably to have waived your entitlement to pursue such claim.

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(h) You agree that Cisco may require the Shares issued upon vesting of the Pure Digital Restricted Stock Units assumed and converted hereunder to be held by a broker designated by the Company.

(i) You agree that your rights to acquire Shares or proceeds from the sale of Shares hereunder (if any) shall be subject to set-off by Cisco for any valid debts that you owe to Cisco.

(j) The Pure Digital Restricted Stock Units and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability.

(k) Cisco and the Employer are not providing any tax, legal or financial advice, nor are Cisco and the Employer making any recommendations regarding your participation in the Plan, or your acquisition or sale of Cisco Shares; you are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

You hereby acknowledge and agree as follows: (a) the conversion and adjustment of your assumed Pure Digital Restricted Stock Unit(s) to awards over Cisco Shares may have adverse tax and social insurance contribution consequences, including but not limited to any loss of tax and social insurance qualified status and the inability to obtain a tax or social insurance refund for taxes or contributions already paid on such assumed Pure Digital Restricted Stock Unit(s), and that Pure Digital, Cisco and your Employer do not take any responsibility or liability with respect to the loss of tax and social insurance qualified status of your assumed Pure Digital Restricted Stock Unit(s); (b) you received information regarding the adjustment and conversion of your Pure Digital Restricted Stock Unit(s); and (c) you acknowledge that vesting and settlement of your Pure Digital Restricted Stock Unit(s) and the issuance of Shares is contingent upon compliance with applicable local laws; in particular, if allowing you to vest in or receive assumed Pure Digital Restricted Stock Unit(s) or the Shares subject to the Pure Digital Stock Units would not be compliant with applicable foreign securities laws, you will not be permitted to receive Shares under this Agreement.

You acknowledge that if you have received this Agreement or any other documents related to the Plan translated into a language other than English, and if the meaning of the translated version is different from the English version, the English version will take precedence. Cisco may, in its sole discretion, decide to deliver any documents related to the assumed Pure Digital Restricted Stock Unit(s) and this Agreement by electronic means or to request your consent to participate in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and, if requested, agree to participate in the Plan through an on-line or electronic system established and maintained by Cisco, the Charles Schwab Corporation or other third party designated by Cisco.

You further agree to enter into the Election. Under the terms of the Election, you agree to continue to be liable for any Employer NICs that may arise in connection with the assumed Pure Digital Restricted Stock Units and authorize Cisco and/or the Employer to recover an amount sufficient to cover this liability by such methods including, but not limited to, deductions from salary or other payments due, or the sale of sufficient Shares acquired pursuant to the assumed Pure Digital Restricted Stock Units.

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Cisco reserves the right to impose other requirements on your participation in the Plan and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. You agree to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Furthermore, you acknowledge that the laws of the country in which you are working at the time of vesting of the assumed Pure Digital Restricted Stock Units or the sale of Shares received pursuant to this Agreement (including any rules or regulations governing securities, foreign exchange, tax, labor, or other matters) may subject you to additional procedural or regulatory requirements that you are and will be solely responsible for and must fulfill.

Until Cisco's Stock Administration Department is in receipt of your understanding and acceptance of this Agreement (which can be accomplished electronically by following the instructions under the heading of Acknowledgment below) your Cisco account will not be activated and your assumed Pure Digital Technologies, Inc. Option(s) will not be exercisable. If you have any questions regarding this Agreement or your assumed Pure Digital Technologies, Inc. Option(s), please contact \_\_\_\_\_ at \_\_\_\_\_.

CISCO SYSTEMS, INC.

By: /s/ Mark Chandler \_\_\_\_\_  
Mark Chandler  
Corporate Secretary

#### ACKNOWLEDGMENT

[Field: Full Name] acknowledges that clicking on the I Agree button constitutes acceptance and agreement to be bound by the terms of this Agreement, as well as understanding and agreement that all rights and liabilities with respect to the assumed Pure Digital Technologies, Inc. Option(s) listed on the table above are hereby assumed by Cisco and are as set forth in the Option Agreement(s) for such assumed Pure Digital Technologies, Inc. Option(s), the Plan and this Stock Option Assumption Agreement.

#### ATTACHMENTS

Exhibit A - Form S-8 Prospectus