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

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**FORM S-8  
REGISTRATION STATEMENT**  
*Under  
The Securities Act of 1933*

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**NETAPP, INC.**

(Exact name of Registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**495 East Java Drive**  
**Sunnyvale, California**  
(Address of principal executive offices)

**77-0307520**  
(I.R.S. Employer  
Identification Number)

**94089**  
(Zip code)

**SolidFire, Inc. 2010 Stock Incentive Plan**  
**SolidFire, Inc. 2016 Equity Incentive Plan**  
(Full title of the plans)

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**George Kurian**  
**Chief Executive Officer**  
**NetApp, Inc.**  
**495 East Java Drive**  
**Sunnyvale, California 94089**  
(Name and address of agent for service)

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**(408) 822-6000**  
(Telephone number, including area code, of agent for service)

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*Copies to:*

**Dennis C. Sullivan, Esq.**  
**Christopher W. Trester, Esq.**  
**DLA Piper LLP**  
**2000 University Avenue**  
**East Palo Alto, California 94303**  
**(650) 833-2000**

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

Large accelerated filer

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

Accelerated filer

Smaller reporting company

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**CALCULATION OF REGISTRATION FEE**

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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
NetApp, Inc. Common Stock (par value \$0.001) subject to assumed stock options previously granted by SolidFire, Inc. (2)	1,708,309	\$ 5.20(4)	\$8,883,207(4)	\$894.54
NetApp, Inc. Common Stock (par value \$0.001) subject to assumed restricted stock units previously granted by SolidFire, Inc. (3)	952,661	\$ 21.475(5)	\$20,458,395(5)	\$2,060.16
<b>Total</b>	2,660,970		\$29,341,602	\$2,954.70

- (1) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the "*Securities Act*"), this Registration Statement shall also cover any additional shares of the Registrant's Common Stock that become issuable under the applicable plan by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the receipt of consideration that increases the number of outstanding shares of the Registrant's Common Stock.
- (2) Represents shares of Common Stock subject to outstanding unvested stock options as of February 2, 2016, granted under the SolidFire, Inc. 2010 Stock Incentive Plan (the "*2010 Plan*"), which was assumed by the Registrant on February 2, 2016, pursuant to that certain Agreement and Plan of Merger, dated as of December 18, 2015, by and among the Registrant, Sonoma Merger Corp., a wholly owned subsidiary of the Registrant, SolidFire, Inc. and Shareholder Representative Services LLC, solely as the stockholder representative (the "*Merger Agreement*").
- (3) Represents shares of Common Stock subject to restricted stock units as of February 2, 2016, granted under the SolidFire, Inc. 2016 Equity Incentive Plan (the "*2016 Plan*"), which was assumed by the Registrant on February 2, 2016, pursuant to the Merger Agreement.
- (4) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(c) of the Securities Act. The proposed maximum offering price per share and proposed maximum aggregate offering price are based upon the weighted average exercise price for shares subject to the outstanding unvested options granted pursuant to the 2010 Plan.
- (5) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rules 457(c) and 457(h) of the Securities Act. The proposed maximum offering price per share and proposed maximum aggregate offering price are based upon the average of the high and low prices of the Registrant's Common Stock on February 12, 2016, as reported on the Nasdaq Global Select Market.

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## PART I

### INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

#### Item 1. Plan Information

The documents containing the information specified in this Item 1 will be sent or given to employees, officers, directors or others as specified by Rule 428(b)(1) under the Securities Act. In accordance with the rules and regulations of the Securities and Exchange Commission (the “*Commission*”) and the instructions to Form S-8, such documents are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act.

#### Item 2. Registration Information and Employee Plan Annual Information.

The documents containing the information specified in this Item 2 will be sent or given to employees, officers, directors or others as specified by Rule 428(b)(1) under the Securities Act. In accordance with the rules and regulations of the Commission and the instructions to Form S-8, such documents are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. Such documents, together with the documents incorporated by reference herein pursuant to Item 3 of Part II of this Registration Statement, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act, and are available upon written or oral request to: NetApp, Inc., Attn: Matthew K. Fawcett, Senior Vice President, General Counsel and Secretary, 495 East Java Drive, Sunnyvale, CA 94089, Tel: (408) 822-6000.

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

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

NetApp, Inc. (the “*Registrant*”) hereby incorporates by reference into this Registration Statement the following documents previously filed with the Commission (other than information supplied in a Current Report on Form 8-K that is furnished and not filed pursuant to Form 8-K and, except as may be noted in any such Current Report on Form 8-K, exhibits filed on such form that are related to such information):

- (a) The Registrant’s Annual Report on Form 10-K for the fiscal year ended April 24, 2015, filed with the Commission on June 12, 2015, pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the “*1934 Act*”);
- (b) The Registrant’s Quarterly Reports on Form 10-Q for the quarters ended July 31, 2015 and October 30, 2015 filed with the Commission on September 8, 2015 and December 2, 2015, respectively, pursuant to Section 13 of the 1934 Act;
- (c) Each of the Registrant’s Current Reports on Form 8-K, filed with the Commission pursuant to Section 13 of the 1934 Act on May 20, 2015, June 5, 2015, June 26, 2015, August 6, 2015, September 16, 2015, November 18, 2015, December 21, 2015, January 6, 2016 and February 2, 2016; and
- (d) The Registrant’s Registration Statement No. 000-27130 on Form 8-A filed with the Commission on November 1, 1995, which contains a description of the terms, rights and provisions applicable to the Registrant’s Common Stock, including any amendments or reports filed for the purpose of updating such descriptions.

All reports and definitive proxy or information statements filed pursuant to Section 13(a), 13(c), 14 or 15(d) of the 1934 Act after the date of this Registration Statement and prior to the filing of a post-effective amendment that indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents; *provided, however*, that documents or information deemed to have been furnished and not filed in accordance with the rules of the Commission shall not be deemed 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 herein or in any subsequently filed document that also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

#### Item 4. Description of Securities

Not applicable.

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

Not applicable.

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

Section 145 of the Delaware General Corporation Law authorizes a court to award or a corporation’s board of directors to grant indemnification to directors and officers in terms sufficiently broad to permit the indemnification under some circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act. Article IX of the Registrant’s Certificate of Incorporation,

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as amended, provides that, subject to Delaware law, the Registrant's directors will not be personally liable for monetary damages for breach of their fiduciary duties to the Registrant and its stockholders. This provision does not eliminate any director's fiduciary duties, and in appropriate circumstances, equitable remedies such as injunctive or other forms of non-monetary relief will remain available under Delaware law. The provision also does not affect a director's responsibilities under any other law, such as the federal securities laws or state or federal environmental laws.

Article VII of the Registrant's Amended and Restated Bylaws (the "**Bylaws**") provides for indemnification of its directors to the fullest extent authorized by Delaware General Corporation Law. The Bylaws also provide that:

- The Registrant is required to advance the expenses, as incurred, of any such individual in connection with defending a proceeding, action or suit by reason of such individual's serving on behalf of and at the Registrant's request, except that such officer or director shall undertake to repay such advances if it is ultimately determined that such person is not entitled to indemnification.
- The rights conferred in the Bylaws are not exclusive, and the Registrant is authorized to enter into indemnification arrangements with any person other than a director who is made a party to any action, suit or proceedings by reason of the fact that he is or was an officer or employee of the Registrant.
- The Registrant may not retroactively amend the Bylaw provisions described above to reduce its indemnification obligations to its directors, officers, employees and agents.

In addition, the Registrant's policy is to enter into separate indemnification agreements with each of its directors and executive officers to provide for the maximum indemnification allowed to directors and executive officers by Section 145 of the Delaware General Corporation Law and which allow for certain additional procedural protections. The Registrant also maintains directors and officers insurance to insure such persons against certain liabilities.

**Item 7. Exemption from Registration Claimed**

Not applicable.

**Item 8. Exhibits**

See the Exhibit Index on the page immediately following the signature pages to this Registration Statement, which Exhibit Index is incorporated herein by reference.

**Item 9. Undertakings.**

A. The undersigned Registrant hereby undertakes:

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

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

(ii) To reflect in the prospectus any facts or events arising after the effective date of 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 the 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 paragraphs (A)(1)(i) and (A)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the 1934 Act that are incorporated by reference in this Registration Statement.

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

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

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the 1934 Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the 1934 Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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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 foregoing provisions, 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, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Sunnyvale, State of California, on February 17, 2016.

### NETAPP, INC.

By: /s/ George Kurian  
George Kurian,  
Chief Executive Officer

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENT, that each person whose signature appears below constitutes and appoints George Kurian and Jeffrey K. Bergmann, and each of them, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement on Form S-8, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitutes, may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons on behalf of the Company and in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ George Kurian</u> (George Kurian)	Chief Executive Officer and Director (Principal Executive Officer and Principal Operating Officer)	February 17, 2016
<u>/s/ Jeffrey K. Bergmann</u> (Jeffrey K. Bergmann )	Interim Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	February 17, 2016
<u>/s/ T. Michael Nevens</u> (T. Michael Nevens)	Chairman of the Board	February 17, 2016
<u>/s/ Jeffrey R. Allen</u> (Jeffrey R. Allen)	Director	February 17, 2016
<u>/s/ Tor R. Braham</u> (Tor R. Braham)	Director	February 17, 2016
<u>/s/ Alan Earhart</u> (Alan Earhart)	Director	February 17, 2016
<u>/s/ Gerald Held</u> (Gerald Held)	Director	February 17, 2016
<u>/s/ Kathryn M. Hill</u> (Kathryn M. Hill)	Director	February 17, 2016
<u>/s/ George T. Shaheen</u> (George T. Shaheen)	Director	February 17, 2016
<u>/s/ Robert T. Wall</u> (Robert T. Wall)	Director	February 17, 2016
<u>/s/ Richard Wallace</u> (Richard Wallace)	Director	February 17, 2016

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## EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Documents</u>
4.1	Certificate of Incorporation of the Registrant, as amended (incorporated by reference to Exhibit 3.1 to Registrant's Quarterly Report on Form 10-Q filed with the Commission on November 26, 2013).
4.2	Amended and Restated Bylaws of the Registrant (incorporated by reference to Exhibit 3.1 to Registrant's Current Report on Form 8-K filed with the Commission on February 13, 2014).
5.1	Opinion of DLA Piper LLP (US).
23.1	Consent of Independent Registered Public Accounting Firm.
23.2	Consent of DLA Piper LLP (US) (included in Exhibit 5.1 to this Registration Statement).
24	Power of Attorney (included on the signature page of this Registration Statement).
99.1	SolidFire, Inc. 2010 Stock Incentive Plan.
99.2	SolidFire, Inc. 2016 Equity Incentive Plan.



**DLA Piper LLP (US)**  
2000 University Avenue  
East Palo Alto, California 94303-2214  
www.dlapiper.com  
T 650.833.2000  
F 650.833.2001

February 17, 2016

NetApp, Inc.  
495 East Java Drive  
Sunnyvale, California 94089

**Re: Registration Statement on Form S-8**

Ladies and Gentlemen:

We have acted as counsel to NetApp, Inc., a Delaware corporation (the “*Company*”), in connection with the registration on Form S-8 (the “*Registration Statement*”) under the Securities Act of 1933, as amended (the “*Act*”), of up to: (i) 1,708,309 shares of the Company’s Common Stock, \$0.001 par value (the “*2010 Shares*”), which may be issued pursuant to awards granted under the SolidFire, Inc. 2010 Stock Incentive Plan (the “*2010 Plan*”); and (ii) 952,661 shares of the Company’s Common Stock, \$0.001 par value (the “*2016 Shares*” and, together with the 2010 Shares, the “*Shares*”), which may be issued pursuant to awards granted under the SolidFire, Inc. 2016 Equity Incentive Plan (the “*2016 Plan*” and, together with the 2010 Plan, the “*Plans*”).

As the basis for our opinions, we have examined: (i) originals, or copies certified or otherwise identified, of (a) the Registration Statement; (b) the Plans and the related form documents; (c) the Company’s Certificate of Incorporation, as amended, included as Exhibit 4.1 to the Registration Statement; (d) the Company’s Bylaws, as amended, included as Exhibit 4.2 to the Registration Statement; and (e) such other instruments and documents as we have deemed necessary or advisable for the purposes of this opinion; and (ii) such federal laws of the United States of America and the Delaware General Corporation Law (including the statutory provisions, the applicable provisions of the Delaware Constitution and reported judicial decisions interpreting the foregoing) as we have deemed necessary or advisable for the purposes of this opinion (the “*Applicable Laws*”). We have also relied upon certificates of public officials and the Company’s officers. We have not independently verified any factual matter relating to this opinion.

We express no opinion other than as to the Applicable Laws. Our opinion is rendered only with respect to the laws, and the rules, regulations and orders under those laws, that are currently in effect. No opinion is expressed herein with respect to the qualification of the Shares under the securities or blue sky laws of any state or any foreign jurisdiction.

On the basis of the foregoing, we are of the opinion that the Shares, when issued against receipt of the consideration therefor and in accordance with the provisions of the respective Plans, will be validly issued, fully paid and nonassessable.

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February 17, 2016  
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We consent to the filing of this opinion as an exhibit to the Registration Statement and the use of our name wherever it appears in the Registration Statement. In giving our consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations promulgated thereunder.

Very truly yours,

/s/ DLA Piper LLP (US)

DLA Piper LLP (US)

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated June 12, 2015, relating to the consolidated financial statements of NetApp, Inc. and subsidiaries (the "Company"), and the effectiveness of the Company's internal control over financial reporting, appearing in the Annual Report on Form 10-K of the Company for the year ended April 24, 2015.

/s/ DELOITTE & TOUCHE LLP

San Jose, California  
February 17, 2016

**SOLIDFIRE, INC.  
2010 STOCK INCENTIVE PLAN**

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SOLIDFIRE, INC.  
2010 STOCK INCENTIVE PLAN

**1 PURPOSE**

The purpose of this Plan is to promote the interests of the Company by providing the opportunity to purchase or receive Shares or to receive compensation that is based upon appreciation in the value of Shares to Eligible Recipients in order to attract and retain Eligible Recipients and providing Eligible Recipients an incentive to work to increase the value of Shares and a stake in the future of the Company that corresponds to the stake of each of the Company's shareholders. The Plan provides for the grant of Incentive Stock Options, Non-Qualified Stock Options, Restricted Stock Awards, Restricted Stock Units and Stock Appreciation Rights to aid the Company in obtaining these goals.

**2 DEFINITIONS**

Each term set forth in this Section shall have the meaning set forth opposite such term for purposes of this Plan and any Stock Incentive Agreements under this Plan (unless noted otherwise), and for purposes of such definitions, the singular shall include the plural and the plural shall include the singular, and reference to one gender shall include the other gender. Note that some definitions may not be used in this Plan, and may be inserted here solely for possible use in Stock Incentive Agreements issued under this Plan.

**2.1 Amendment Date** means, with respect to any amendment to this Plan pursuant to Section 12 referenced in Section 9.1, the earlier of (1) date on which this Plan is so amended by the Board, or (2) the date on which such amendment is approved by the shareholders.

**2.2 Board** means the Board of Directors of the Company.

**2.3 Business** means the business of developing, producing, creating, selling, or other such related activity associated with computer and data storage hardware and software.

**2.4 Cause** shall mean an act or acts by an Eligible Recipient involving (a) the use for profit or disclosure to unauthorized persons of confidential information or trade secrets of the Company, a Parent or a Subsidiary, (b) the breach of any contract with the Company, a Parent or a Subsidiary, (c) the violation of any fiduciary obligation to the Company, a Parent or a Subsidiary, (d) the unlawful trading in the securities of the Company, a Parent or a Subsidiary, or of another corporation based on information gained as a result of the performance of services for the Company, a Parent or a Subsidiary, (e) a felony conviction or the failure to contest prosecution of a felony, or (f) willful misconduct, dishonesty, embezzlement, fraud, deceit or civil rights violations, or other unlawful acts.

**2.5 Change of Control** means either of the following:

(a) any transaction or series of transactions pursuant to which the Company sells, transfers, leases, exchanges or disposes of substantially all (i.e., at least eighty-five percent (85%)) of its assets for cash or property, or for a combination of cash and property, or for other consideration; or

(b) any transaction pursuant to which persons who are not current shareholders of the Company acquire by merger, consolidation, reorganization, division or other business combination or transaction, or by a purchase of an interest in the Company, an interest in the Company so that after such transaction, the shareholders of the Company immediately prior to such transaction no longer have a controlling (i.e., 50% or more) voting interest in the Company.

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However, notwithstanding the foregoing, in no event shall an Initial Public Offering of the Company's Common Stock constitute a Change of Control.

**2.6 Change of Control Value** of a Share, with respect to a Change of Control, shall mean the Fair Market Value of a Share as of the date of such Change of Control as determined by the Board in its complete and absolute discretion; provided, however, in determining such Fair Market Value, the Board shall **not** take into account any "change of control consideration" which is escrowed and paid at a date later than the Change of Control or which is subject to an "earnout" provision with post-Change of Control performance contingencies. The intent is that in determining Change of Control Value, the Board may make a subjective determination of the Fair Market Value of a Share **without** taking into account amounts that may be paid for a Share at a point in time occurring later than the date of the Change of Control, which will eliminate issues associated with deferred compensation. For purposes of this Section 2.6, the term "change of control consideration" shall mean, with respect to a Change of Control, all cash, debt or equity securities and other property paid or issued by an acquiring person to the Company and/or its shareholders in consideration for such Change of Control.

**2.7 Code** means the Internal Revenue Code of 1986, as amended.

**2.8 Committee** means any committee appointed by the Board to administer the Plan, as specified in Section 5 hereof. Any such committee shall be comprised entirely of Directors.

**2.9 Company** means SolidFire, Inc., a Georgia corporation, and any successor to such organization.

**2.10 Common Stock** means the common stock of the Company.

**2.11 Confidential Information** means (a) information of the Company, to the extent not considered a Trade Secret under applicable law, that (i) relates to the business of the Company, (ii) possesses an element of value to the Company, (iii) is not generally known to the Company's competitors, and (iv) would damage the Company if disclosed, and (b) information of any third party provided to the Company which the Company is obligated to treat as confidential, including, but not limited to, information provided to the Company by its licensors, suppliers, Customers, or Prospective Customers. Confidential Information includes, but is not limited to, (i) future business plans, (ii) the composition, description, schematic or design of products, future products or equipment of the Company or any third party, (iii) communication systems, audio systems, system designs and related documentation, (iv) advertising or marketing plans, (v) information regarding independent contractors, employees, clients, licensors, suppliers, Customers, Prospective Customers, or any third party, including, but not limited to, Customer lists and Prospective Customer lists compiled by the Company, and Customer and Prospective Customer information compiled by the Company, and (vi) information concerning the Company's or a third party's financial structure and methods and procedures of operation. Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure, (ii) has been independently developed and disclosed by others without violating the legal rights of any party, or (iii) otherwise enters the public domain through lawful means.

**2.12 Contact** means, with respect to a Participant, any interaction between such Participant and a Customer or Prospective Customer which takes place in an effort to establish, maintain, and/or further a business relationship on behalf of the Company.

**2.13 Continuous Service** means the absence of any interruption or termination of service as an Employee or Key Person. Continuous Service shall not be considered interrupted in the case of (i) sick leave; (ii) military leave; (iii) any other leave of absence as approved by the Board or the chief executive

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officer of the Company provided that such leave is for a period of not more than ninety (90) days, unless reemployment upon the expiration of such leave is guaranteed by contract or statute, or unless provided otherwise pursuant to Company policy adopted from time to time; or (iv) transfers between locations of the Company or between Company, a Parent, or a Subsidiary, or any successors to such organization. However, notwithstanding anything in the foregoing to the contrary, the Board shall have complete and absolute discretion to determine whether an Employee or Key Person is in the Continuous Service of the Company, a Parent, or Subsidiary at any time.

**2.14 *Controlled Group*** means the Company and any other entity the employees of which would be required to be aggregated with the employees of the Company pursuant to Code §§414(b), (c), (m) or (o).

**2.15 *Customer*** means any person or entity to whom the Company has sold its products or services.

**2.16 *Director*** means a member of the Board.

**2.17 *Effective Date*** means the “Effective Date” as set forth in Section 4 of this Plan.

**2.18 *Eligible Recipient*** means an Employee and/or a Key Person.

**2.19 *Employee*** means a common law employee of the Company, a Subsidiary or a Parent.

**2.20 *ERISA*** means the Employee Retirement Income Security Act of 1974, as amended.

**2.21 *Exchange Act*** means the Securities Exchange Act of 1934, as amended.

**2.22 *Exercise Price*** means the price that shall be paid to purchase one (1) Share upon the exercise of an Option granted under this Plan.

**2.23 *Fair Market Value*** of each Share on any date means the price determined below as of the close of business on such date (*provided, however*, if for any reason, the Fair Market Value per share cannot be ascertained or is unavailable for such date, the Fair Market Value per share shall be determined as of the nearest preceding date on which such Fair Market Value can be ascertained):

(a) If the Share is listed or traded on any established stock exchange or a national market system, including without limitation the National Market of the National Association of Securities Dealers, Inc. Automated Quotation (“NASDAQ”) System, its Fair Market Value shall be the closing sale price for the Share (or the mean of the closing bid and ask prices, if no sales were reported), on such exchange or system on the date of such determination or, if the stock exchange or national market on which the Shares trade is not open on the date of determination, the last business day prior to the date of determination, as reported in The Wall Street Journal or such other source as the Board deems reliable; or

(b) If the Share is not listed or traded on any established stock exchange or a national market system, its Fair Market Value shall be the average of the closing dealer “bid” and “ask” prices of a Share as reflected on the NASDAQ interdealer quotation system of the National Association of Securities Dealers, Inc. on the date of such determination; or

(c) In the absence of an established public trading market for the Share, the Fair Market Value of a Share shall be determined in good faith by the Board.

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**2.24 FLSA Exclusion** means the provisions of Section 7(e) of the Fair Labor Standards Act of 1938 (the “FLSA”) that exempt certain stock-based compensation from inclusion in overtime determinations under the FLSA.

**2.25 Forfeiture Activities** means, with respect to a Participant, any of the following:

**(a) Trade Secrets & Confidential Information.** Such Participant (i) uses, discloses, or reverse engineers the Trade Secrets or the Confidential Information for any purpose other than the Company’s Business, except as authorized in writing by the Company; (ii) during the Participant’s employment with the Company, uses, discloses, or reverse engineers (a) any confidential information or trade secrets of any former employer or third party, or (b) any works of authorship developed in whole or in part by the Participant during any former employment or for any other party, unless authorized in writing by the former employer or third party; or (iii) after the Participant’s cessation of services for the Company, (a) retains Trade Secrets or Confidential Information, including any copies existing in any form (including electronic form), which are in Participant’s possession or control, or (b) destroys, deletes, or alters the Trade Secrets or Confidential Information without the Company’s prior written consent. The Forfeiture Activities under this subsection (a) shall: (i) with regard to the Trade Secrets, remain in effect and be applicable as long as the information constitutes a Trade Secret under applicable law, and (ii) with regard to the Confidential Information, remain in effect and be applicable during the Forfeiture Period.

**(b) Solicitation of Customers.** During the Forfeiture Period of such Participant, the Participant directly or indirectly solicits any Customer of the Company for the purpose of selling or providing any products or services competitive with the Business, provided that such Participant had Contact with such Customer during the period in which the Participant was employed by or performed services for the Company. Nothing in this subsection (b) shall be construed to include any Customer of the Company (i) to which such Participant never sold or provided any products or services while employed by or providing services to the Company, (ii) that explicitly severed its business relationship with the Company unless such Participant, directly or indirectly, caused or encouraged the Customer to sever the relationship, or (iii) to which Participant is selling or providing products or services the Company no longer offers.

**(c) Solicitation of Prospective Customers.** During the Forfeiture Period of such Participant, the Participant, directly or indirectly, solicits any Prospective Customer of the Company for the purpose of selling or providing any products or services competitive with the Business, provided that such Participant had Contact with such Prospective Customer during the last year of the period in which Participant was employed by or performed services for the Company (or during such period if employed or providing services for less than a year). Nothing in this subsection (c) shall be construed to include Prospective Customers of the Company to which Participant is selling or providing any products or services which the Company no longer offers.

**(d) Solicitation of Forfeiture Period Employees.** During the Forfeiture Period of such Participant, the Participant, directly or indirectly, solicits, recruits or induces any Forfeiture Period Employee to (a) terminate his employment or service relationship with the Company or (b) work for any other person or entity engaged in the Business. This subsection (d) shall only apply to Forfeiture Period Employees (i) with whom such Participant had Material Interaction, or (ii) such Participant, directly or indirectly, supervised.

**(e) Non-Disparagement.** During the Forfeiture Period of such Participant, the Participant makes any disparaging or defamatory statements, whether written or oral, regarding the Company. This shall not preclude the Participant from responding truthfully to questions or requests for information to the government, a regulator or in a court of law in connection with a legal or regulatory investigation or proceeding.



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**2.26 Forfeiture Period** means, with respect to a Participant, the time period during which such Participant is employed with, or is performing services for, the Company, and for a period of two (2) years thereafter.

**2.27 Forfeiture Period Employee** means any person who (a) is employed by or providing services to the Company at the time Participant ceases to perform services for the Company, or (b) was employed by or providing services to the Company during the last year in which Participant performed services for the Company (or during the period in which the Participant performed services for the Company if the Participant performed services for the Company for less than a year).

**2.28 Good Reason** shall exist if (i) the Company, without the consent of a Participant who is performing services for the Company, materially (a) diminishes such Participant's base compensation, (b) diminishes such Participant's authority, duties or responsibilities, (c) changes the geographic location at which such Participant must perform the services, or (d) breaches, whether by action or inaction, the agreement under which such Participant provides services; (ii) such Participant provides written notice to the Company of the existence of such condition described in subsection (i) of this paragraph within thirty (30) days of the initial existence of such condition and provides the Company with thirty (30) days to remedy such condition (the "Cure Period"); (iii) the Company fails to remedy such condition within the Cure Period; and (iv) Participant elects to resign within thirty (30) days of the expiration of the Cure Period.

**2.29 Incumbent Directors** means the individuals who, at the Effective Date, constitute the Board, and any person becoming a Director after the Effective Date and whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for Director, without written objection to such nomination); *provided, however*, that no individual initially elected or nominated as a Director of the Company as a result of an actual or threatened election contest (as described in Rule 14a-11 under the 1934 Act ("Election Contest") or other actual or threatened solicitation of proxies or consents by or on behalf of any "person" (as such term is defined in Section 3(a)(9) of the 1934 Act and as used in Section 13(d)(3) and 14(d)(2) of the 1934 Act) other than the Board ("Proxy Contest"), including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest, shall be deemed an Incumbent Director; and provided further, that, subject to the provisions of this Section, no person shall be deemed to be an Incumbent Director until such time as he or she takes office as a Director of the Company.

**2.30 Initial Public Offering** means the closing of the Company's initial public offering of any class or series of the Company's equity securities pursuant to an effective registration statement filed by the Company under the 1933 Act.

**2.31 Insider** means an individual who is, on the relevant date, an officer, director or ten percent (10%) beneficial owner of any class of the Company's equity securities that is registered pursuant to Section 12 of the Exchange Act, all as defined under Section 16 of the Exchange Act.

**2.32 ISO** means an option granted under this Plan to purchase Shares that is intended by the Company to satisfy the requirements of Code §422 as an incentive stock option.

**2.33 Key Person** means (a) a member of the Board who is not an Employee, or (b) a consultant or advisor; *provided, however*, that such consultant or advisor must be an individual who is providing or will be providing bona fide services to the Company, a Subsidiary or a Parent, with such services (i) not being

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in connection with the offer or sale of securities in a capital-raising transaction, and (ii) not directly or indirectly promoting or maintaining a market for securities of the Company, a Subsidiary or a Parent, within the meaning of 17 CFR §230.701(c)(1).

**2.34 *Material Interaction*** means, with respect to a Participant, any interaction between such Participant and a Forfeiture Period Employee which relates or related, directly or indirectly, to the performance of such Participant's duties or the Forfeiture Period Employee's duties for the Company.

**2.35 *NQSO*** means an option granted under this Plan to purchase Shares that is not intended by the Company to satisfy the requirements of Code §422.

**2.36 *Option*** means a right to purchase Shares pursuant to the terms of the Plan at a stated price for a specified period of time. For purposes of the Plan, an Option may be either an ISO or a NQSO.

**2.37 *Outside Director*** means a Director who is not an Employee and who qualifies as (a) a "non-employee director" under Rule 16b-3(b)(3) under the 1934 Act, as amended from time to time, and (b) an "outside director" under Code §162(m) and the regulations promulgated thereunder.

**2.38 *Parent*** means any corporation (other than the corporation employing a Participant or for which a Participant is performing services) in an unbroken chain of corporations ending with the corporation employing a Participant or for which a Participant is performing services if, at the time of the granting of the Stock Incentive, each of the corporations other than the corporation employing the Participant or for which a Participant is performing services owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. However, for purposes of interpreting any Stock Incentive Agreement issued under this Plan as of a date of determination, Parent shall mean any corporation (other than the corporation employing a Participant or for which a Participant is performing services) in an unbroken chain of corporations ending with the corporation employing a Participant or for which a Participant is performing services if, at the time of the granting of the Stock Incentive and thereafter through such date of determination, each of the corporations other than the corporation employing the Participant or for which a Participant is performing services owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporation in such chain.

**2.39 *Participant*** means an individual who receives a Stock Incentive hereunder.

**2.40 *Performance-Based Exception*** means the performance-based exception from the tax deductibility limitations of Code §162(m).

**2.41 *Plan*** means the Solidfire, Inc. 2010 Stock Incentive Plan, as may be amended from time to time.

**2.42 *Prospective Customer*** means any person or entity to which the Company has solicited to sell its products or services.

**2.43 *Restricted Stock Award*** means an award of Shares granted to a Participant under this Plan whereby the Participant has immediate rights of ownership in the Shares underlying the award, but such Shares are subject to restrictions in accordance with the terms and provisions of this Plan and the Stock Incentive Agreement pertaining to the award and may be subject to forfeiture by the Participant until the earlier of (a) the time such restrictions lapse or are satisfied, or (b) the time such shares are forfeited, pursuant to the terms and provisions of the Stock Incentive Agreement pertaining to the award.

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**2.44 Restricted Stock Unit** means a contractual right granted to a Participant under this Plan to receive a Share that is subject to restrictions of this Plan and the applicable Stock Incentive Agreement.

**2.45 SAR Exercise Price** means the amount per Share specified in a Stock Incentive Agreement with respect to a Stock Appreciation Right, which when subtracted from the Fair Market Value of a Share on exercise of such Stock Appreciation Right, determines the payment which the holder of such Stock Appreciation Right may be entitled to receive.

**2.46 Share** means a share of the Common Stock of the Company.

**2.47 Stock Appreciation Right** means a right granted to a Participant pursuant to the terms and provisions of this Plan whereby the Participant, without payment to the Company (except for any applicable withholding or other taxes), receives cash, Shares, a combination thereof, or such other consideration as the Board may determine, in an amount equal to the excess of the Fair Market Value per Share on the date on which the Stock Appreciation Right is exercised over the SAR Exercise Price noted in the Stock Appreciation Right for each Share subject to the Stock Appreciation Right.

**2.48 Stock Incentive** means an ISO, a NQSO, a Restricted Stock Award, a Restricted Stock Unit, or a Stock Appreciation Right.

**2.49 Stock Incentive Agreement** means an agreement between the Company, a Parent or a Subsidiary, and a Participant evidencing an award of a Stock Incentive.

**2.50 Subsidiary** means any corporation (other than the corporation employing such Participant or for which such Participant is performing services) in an unbroken chain of corporations beginning with the corporation employing such Participant if, at the time of the granting of the Stock Incentive, each of the corporations other than the last corporation in the unbroken chain owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. However, for purposes of interpreting any Stock Incentive Agreement issued under this Plan as of a date of determination, Subsidiary shall mean any corporation (other than the corporation employing such Participant or for which such Participant is performing services) in an unbroken chain of corporations beginning with the corporation employing such Participant if, at the time of the granting of the Stock Incentive and thereafter through such date of determination, each of the corporations other than the last corporation in the unbroken chain owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

**2.51 Ten Percent Shareholder** means a person who owns (after taking into account the attribution rules of Code §424(d)) more than ten percent (10%) of the total combined voting power of all classes of shares of stock of either the Company, a Subsidiary or a Parent. For purposes of the preceding sentence, shares of stock owned (directly or indirectly) by or for a person's brothers and sisters (whether by the whole or half blood), spouse, ancestors and lineal descendants will be considered to be owned by the person, and if a domestic or foreign corporation, partnership, estate or trust owns (directly or indirectly) shares of stock, those shares are considered to be owned proportionately by or for the shareholders, partners, or beneficiaries of the corporation, partnership, estate or trust. The extent to which stock held by a person as a trustee of a voting trust is considered owned by such person is determined under all of the facts and circumstances. Stock that a person may purchase under outstanding options is not treated as stock owned by such person. In interpreting the foregoing, the provisions of Treas. Reg. §1.422-2(f)(2) shall govern.

**2.52 Trade Secrets** means information of the Company, and its licensors, suppliers, clients and customers, without regard to form, including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process,

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financial data, financial plans, product plans, a list of actual Customers, clients, licensors, or suppliers, or a list of Prospective Customers, clients, licensors, or suppliers which is not commonly known by or available to the public and which information (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

### 3 SHARES SUBJECT TO STOCK INCENTIVES

**3.1 Maximum Aggregate Shares Issuable Pursuant to Stock Incentives.** The total number of Shares that may be issued pursuant to Stock Incentives under this Plan shall not exceed One Hundred Fifty Thousand (150,000), as adjusted pursuant to Section 10. Such Shares shall be reserved, to the extent that the Company deems appropriate, from authorized but unissued Shares, from Shares which have been reacquired by the Company, from Shares paid to the Company pursuant to the exercise of Stock Incentives issued under the Plan, or from Shares withheld by the Company for payment of taxes.

**3.2 Determination of Maximum Aggregate Shares Issuable.** Any Shares subject to a Stock Incentive that remain un-issued after the cancellation, expiration, lapse or exchange of such Stock Incentive thereafter shall again become available for use under this Plan. Only the net number of Shares that are issued pursuant to the exercise of an Option shall be counted as issued in applying the provisions of Section 3.1 above in the case of an Option which is exercised through a “cashless” or “net share” exercise as described in Section 7.2(e).

**3.3 Maximum Aggregate Shares Issuable ISO Limitation.** The total maximum number of Shares that may be issued pursuant to the exercise of ISO’s under this Plan shall at all times be exactly the same as the total maximum number of Shares that may be issued pursuant to Stock Incentives under this Plan pursuant to the preceding Sections of this Section 3.

**3.4 Code §162(m) Participant Limitation.** Notwithstanding anything herein to the contrary, no Participant may be granted Stock Incentives covering an aggregate number of Shares in excess of One Hundred Fifty Thousand (150,000) in any calendar year, and any Shares subject to a Stock Incentive which again become available for use under this Plan after the cancellation, expiration or exchange of such Stock Incentive thereafter shall continue to be counted in applying this calendar year Participant limitation.

### 4 EFFECTIVE DATE

The Effective Date of this Plan shall be the date it is adopted by the Board, or such delayed effective date as the Board may specify, as noted in resolutions effectuating such adoption. This Plan shall be subject to the approval of the shareholders of the Company within twelve (12) months after the date on which this Plan is adopted by the Board, disregarding any contingencies or delayed effective date relative to such adoption. In the event that shareholder approval of this Plan is not obtained, or in the event that this Plan is not subjected to the approval of the shareholders, then any Stock Incentives granted under this Plan shall nonetheless be deemed granted pursuant to the authority of the Board; *provided, however*, any such Option granted which was intended to be an ISO shall instead be a NQSO. Should this Plan be rejected by the shareholders after being submitted to the shareholders for their approval, the Plan shall immediately terminate at that time, and no further grants shall be made under this Plan thereafter. Notwithstanding the foregoing, no ISO shall be exercisable prior to the date that shareholder approval of this Plan is obtained unless the Participant receiving such ISO agrees that the ISO shall instead be treated as a NQSO for all purposes, and any exercise of an ISO by a Participant prior to the date that shareholder approval of this Plan is obtained shall automatically be deemed to be such an agreement by the exercising Participant. In addition, in the event that shareholder approval of this Plan is not obtained, any Stock Incentives intended to meet the performance-based compensation exception of Code §162(m)(4)(C) may not meet such exception.

**5.1 General Administration.** This Plan shall be administered by the Board. The Board, acting in its complete and absolute discretion, shall exercise all such powers and take all such action as it deems necessary or desirable to carry out the purposes of this Plan. The Board shall have the power to interpret this Plan and, subject to the terms and provisions of this Plan, to take such other action in the administration and operation of the Plan as it deems equitable under the circumstances. The Board's actions shall be binding on the Company, on each affected Eligible Recipient, and on each other person directly or indirectly affected by such actions.

**5.2 Authority of the Board.** Except as limited by law or by the Articles of Incorporation or Bylaws of the Company, and subject to the provisions herein, the Board shall have full power to select Eligible Recipients who shall participate in the Plan, to determine the sizes and types of Stock Incentives in a manner consistent with the Plan, to determine the terms and conditions of Stock Incentives in a manner consistent with the Plan, to construe and interpret the Plan and any agreement or instrument entered into under the Plan, to establish, amend or waive rules and regulations for the Plan's administration, and to amend the terms and conditions of any outstanding Stock Incentives as allowed under the Plan and such Stock Incentives. Further, the Board may make all other determinations that may be necessary or advisable for the administration of the Plan.

**5.3 Delegation of Authority.** The Board may delegate its authority under the Plan, in whole or in part, to a Committee appointed by the Board consisting of not less than one (1) Director or to one or more other persons to whom the powers of the Board hereunder may be delegated in accordance with applicable law. The members of the Committee and any other persons to whom authority has been delegated shall be appointed from time to time by, and shall serve at the discretion of, the Board. The Committee or other delegate (if appointed) shall act according to the policies and procedures set forth in the Plan and to those policies and procedures established by the Board, and the Committee or other delegate shall have such powers and responsibilities as are set forth by the Board. Reference to the Board in this Plan shall specifically include reference to the Committee or other delegate where the Board has delegated its authority to the Committee or other delegate, and any action by the Committee or other delegate pursuant to a delegation of authority by the Board shall be deemed an action by the Board under the Plan. Notwithstanding the above, the Board may assume the powers and responsibilities granted to the Committee or other delegate at any time, in whole or in part. With respect to Committee appointments and composition, only a Committee (or a subcommittee thereof) comprised solely of two (2) or more Outside Directors may grant Stock Incentives that will meet the Performance-Based Exception, and only a Committee comprised solely of Outside Directors may grant Stock Incentives to Insiders that will be exempt from Section 16(b) of the Exchange Act.

**5.4 Decisions Binding.** All determinations and decisions made by the Board (or its delegate) pursuant to the provisions of this Plan and all related orders and resolutions of the Board shall be final, conclusive and binding on all persons, including the Company, its shareholders, Directors, Eligible Recipients, Participants, and their estates and beneficiaries.

**5.5 Indemnification for Decisions.** No member of the Board or the Committee (or a subcommittee thereof) shall be liable in connection with or by reason of any act or omission performed or omitted to be performed on behalf of the Company in such capacity, provided, that the Board has determined, in good faith, that the course of conduct that caused the loss or liability was in the best interests of the Company. Service on the Committee (or a subcommittee thereof) shall constitute service as a Director of the Company so that the members of the Committee (or a subcommittee thereof) shall be

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entitled to indemnification and reimbursement as Directors of the Company pursuant to its articles of incorporation, bylaws and applicable law. In addition, the members of the Board, Committee (or a subcommittee thereof) shall be indemnified by the Company against the following losses or liabilities reasonably incurred in connection with or by reason of any act or omission performed or omitted to be performed on behalf of the Company in such capacity, provided, that the Board has determined, in good faith, that the course of conduct which caused the loss or liability was in the best interests of the Company: (a) the reasonable expenses, including attorneys' fees actually and necessarily incurred in connection with the defense of any action, suit or proceeding, to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the Plan, any Stock Incentive granted hereunder, and (b) against all amounts paid by them in settlement thereof (provided such settlement is approved by independent legal counsel selected by the Company) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such individual is liable for gross negligence or misconduct in the performance of his duties, provided that within 60 days after institution of any such action, suit or proceeding a Committee member or delegatee shall in writing offer the Company the opportunity, at its own expense, to handle and defend the same. The Company shall not indemnify or hold harmless the member of the Board or the Committee (or a subcommittee thereof) if: (a) in the case of a Director (other than an independent Director of the Company), the loss or liability was the result of negligence or misconduct by the Director, or (b) in the case that the Director is an independent Director of the Company, the loss or liability was the result of gross negligence or willful misconduct by the Director. Any indemnification of expenses or agreement to hold harmless may be paid only out of the net assets of the Company, and no portion may be recoverable from the shareholders of the Company.

**5.6 Majority Rule.** A majority of the members of the Board (or its delegate) shall constitute a quorum, and any action taken by a majority at a meeting at which a quorum is present, or any action taken without a meeting evidenced by a writing executed by all the members of the Board (or its delegate), shall constitute action of the Board.

## 6 ELIGIBILITY

Eligible Recipients selected by the Board shall be eligible for the grant of Stock Incentives under this Plan, but no Eligible Recipient shall have the right to be granted a Stock Incentive under this Plan merely as a result of his or her status as an Eligible Recipient. Only Employees shall be eligible to receive a grant of ISO's.

## 7 TERMS OF STOCK INCENTIVES

### 7.1 Terms & Conditions of All Stock Incentives.

(a) *Grants of Stock Incentives.* The Board, in its complete and absolute discretion, shall grant Stock Incentives under this Plan from time to time and, to the extent allowed by Sections 7.2(j) and 7.3(g) herein, shall have the right to grant new Stock Incentives in exchange for outstanding Stock Incentives, including, but not limited to, exchanges of Stock Options for the purpose of achieving a lower Exercise Price. Stock Incentives shall be granted to Eligible Recipients selected by the Board, and the Board shall be under no obligation whatsoever to grant any Stock Incentives, or to grant Stock Incentives to all Eligible Recipients, or to grant all Stock Incentives subject to the same terms and conditions.

(b) *Shares Subject to Stock Incentives.* The number of Shares as to which a Stock Incentive shall be granted shall be determined by the Board in its complete and absolute discretion, subject to the provisions of Section 3 as to the total number of Shares available for grants under the Plan.

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(c) *Stock Incentive Agreements.* Each Stock Incentive shall be evidenced by a Stock Incentive Agreement executed by the Company, a Parent or a Subsidiary, and the Participant, which shall be in such form and contain such terms and conditions as the Board in its complete and absolute discretion may, subject to the provisions of the Plan, from time to time determine.

(d) *Date of Grant.* The date a Stock Incentive is granted shall be the date on which the Board (1) has approved the terms and conditions of the Stock Incentive Agreement, (2) has determined the recipient of the Stock Incentive and the number of Shares covered by the Stock Incentive, (3) has taken all such other action necessary to direct the grant of the Stock Incentive, and (4) if applicable, any conditions imposed on such grant by the Board have been fulfilled.

## **7.2 Terms & Conditions of Options.**

(a) *Necessity of Stock Incentive Agreements.* Each grant of an Option shall be evidenced by a Stock Incentive Agreement that shall specify whether the Option is an ISO or NQSO, and incorporate such other terms and conditions as the Board, acting in its complete and absolute discretion, deems consistent with the terms of this Plan, including (without limitation) a restriction on the number of Shares subject to the Option that first become exercisable during any calendar year. The Board and/or the Company shall have complete and absolute discretion to modify the terms and provisions of an Option in accordance with Section 12 of this Plan even though such modification may change the Option from an ISO to a NQSO.

(b) *Determining Optionees.* In determining Eligible Recipient(s) to whom an Option shall be granted and the number of Shares to be covered by such Option, the Board may take into account the recommendations of the Chief Executive Officer of the Company and its other officers, the duties of the Eligible Recipient, the present and potential contributions of the Eligible Recipient to the success of the Company, and other factors deemed relevant by the Board, in its complete and absolute discretion, in connection with accomplishing the purpose of this Plan. An Eligible Recipient who has been granted an Option to purchase Shares, whether under this Plan or otherwise, may be granted one or more additional Options. If the Board grants an ISO and a NQSO to an Eligible Recipient on the same date, the right of the Eligible Recipient to exercise one such Option shall not be conditioned on his or her failure to exercise the other such Option.

(c) *Exercise Price.* Subject to adjustment in accordance with Section 10 and the other provisions of this Section, the Exercise Price shall be as set forth in the applicable Stock Incentive Agreement. With respect to each grant of an ISO to a Participant who is not a Ten Percent Shareholder, the Exercise Price shall not be less than the Fair Market Value of a Share on the date the ISO is granted. With respect to each grant of an ISO to a Participant who is a Ten Percent Shareholder, the Exercise Price shall not be less than one hundred ten percent (110%) of the Fair Market Value of a Share on the date the ISO is granted. If an Option is a NQSO, the Exercise Price of a Share shall be no less than (1) the minimum price required by applicable state law, or (2) the minimum price required by the Company's governing instrument, or (3) \$0.01, whichever price is greater. Any Option intended to meet the Performance-Based Exception must be granted with an Exercise Price equivalent to or greater than the Fair Market Value of a Share determined as of the date of such grant. Any Option intended to meet the FLSA Exclusion must be granted with an Exercise Price equivalent to or greater than eighty-five percent (85%) of the Fair Market Value of a Share on the date granted determined as of the date of such grant. Any Option that is intended to avoid taxation under Code §409A as a "nonqualified deferred compensation plan" must be granted with an Exercise Price equivalent to or greater than the Fair Market Value of a Share determined as of the date of such grant, consistent with Treas. Reg. §1.409A-1(b)(5)(iv), and any other applicable guidance or regulations issued by the Internal Revenue Service. Notwithstanding the foregoing, the

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Exercise Price of an Option granted in substitution of an existing option pursuant to Treas. Reg. §1.424-1(a) or Treas. Reg. §1.409A-1(b)(5)(v)(D) may be established under the requirements of those provisions without regard to the foregoing (see subsection (h) below).

**(d) Option Term.** Each Option granted under this Plan shall be exercisable in whole or in part at such time or times as set forth in the related Stock Incentive Agreement, but no Stock Incentive Agreement shall:

**(1)** make an Option exercisable before the date such Option is granted; or

**(2)** make an Option exercisable after the earlier of:

**(i)** the date such Option is exercised in full, or

**(ii)** the date that is the tenth (10th) anniversary of the date such Option is granted, if such Option is a NQSO or an ISO granted to a non-Ten Percent Shareholder, or the date that is the fifth (5th) anniversary of the date such Option is granted, if such Option is an ISO granted to a Ten Percent Shareholder.

A Stock Incentive Agreement may provide for the exercise of an Option after the employment or service of a Participant has terminated for any reason whatsoever, including death or disability. The Participant's rights, if any, upon termination of employment or service will be set forth in the applicable Stock Incentive Agreement. The exercise period of an Option shall be tolled during any period that the Option cannot be exercised because such an exercise would violate an applicable Federal, state, local or foreign law, or would jeopardize the ability of the Company to continue as a going concern; provided, however, the period during which the Option may otherwise be exercised shall be extended only thirty (30) days after the exercise of the Option first would no longer violate such applicable Federal, state, local or foreign laws or first would no longer jeopardize the ability of the Company to continue as a going concern.

**(e) Payment.** Options shall be exercised by the delivery of a written notice of exercise to the Company, setting forth the number of Shares with respect to which the Option is to be exercised accompanied by full payment for the Shares. Payment for shares of Stock purchased pursuant to exercise of an Option shall be made in cash or, unless the Stock Incentive Agreement provides otherwise, by delivery to the Company of a number of Shares having an aggregate Fair Market Value equal to the amount to be tendered (including a "cashless" or "net share" exercise), or a combination thereof. In a "net share" exercise, the Company will reduce the number of Shares issued upon exercise by the largest whole number of Shares with a Fair Market Value that does not exceed the aggregate Exercise Price; provided, however, that the Company shall accept a cash or other payment from the Optionee to the extent of any remaining balance of the aggregate exercise price not satisfied by such reduction in the number of whole Shares to be issued; and provided further, that Shares will no longer be outstanding under an Option and will not be exercisable thereafter to the extent that (A) Shares are used to pay the Exercise Price pursuant to the "net share" exercise, (B) Shares are delivered to the Optionee as a result of such exercise, and (C) Shares are withheld to satisfy tax withholding obligations. In addition, unless the Stock Incentive Agreement provides otherwise, the Option may be exercised through a brokerage transaction following registration of the Company's equity securities under Section 12 of the Exchange Act as permitted under the provisions of Regulation T applicable to cashless exercises promulgated by the Federal Reserve Board, unless prohibited by Section 402 of the Sarbanes-Oxley Act of 2002. However, notwithstanding the foregoing, with respect to any Participant who is an Insider, a tender of shares or a "cashless" or "net share" exercise must have met the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act, or be a subsequent transaction the terms of which were provided for in a



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transaction initially meeting the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act. Unless the Stock Incentive Agreement provides otherwise, the foregoing exercise payment methods shall be subsequent transactions approved by the original grant of an Option. Except as provided in subparagraph (f) below, payment shall be made at the time that the Option or any part thereof is exercised, and no Shares shall be issued or delivered upon exercise of an Option until full payment has been made by the Participant. The holder of an Option, as such, shall have none of the rights of a shareholder. Notwithstanding the above and unless prohibited by the Sarbanes-Oxley Act of 2002, in the complete and absolute discretion of the Board, an Option may be exercised as to a portion or all (as determined by the Board) of the number of Shares specified in the Stock Incentive Agreement by delivery to the Company of a promissory note, such promissory note to be executed by the Participant and that shall include, with such other terms and conditions as the Board shall determine, provisions in a form approved by the Board under which: (i) the balance of the aggregate purchase price shall be payable in equal installments over such period and shall bear interest at such rate (that shall not be less than the prime bank loan rate as determined by the Board, that shall be established at the time of exercise, and that must be a market rate based on the rate environment at the date of exercise, taking into account the provisions of Code §7872) as the Board shall approve, and (ii) the Participant shall be personally liable for payment of the unpaid principal balance and all accrued but unpaid interest. Other methods of payment may also be used if approved by the Board in its complete and absolute discretion and provided for under the Stock Incentive Agreement.

**(f) Conditions to Exercise of an Option.** Each Option granted under the Plan shall vest and shall be exercisable at such time or times, or upon the occurrence of such event or events, and in such amounts, as the Board shall specify in the Stock Incentive Agreement; *provided, however*, that subsequent to the grant of an Option, the Board, at any time before complete termination of such Option, may accelerate the time or times at which such Option may vest or be exercised in whole or in part. Notwithstanding the foregoing, an Option intended to meet the FLSA Exclusion shall not be exercisable for at least six (6) months following the date it is granted, except by reason of death, disability, retirement, a change in corporate ownership or other circumstances permitted under regulations promulgated under the FLSA Exclusion. Furthermore, if a Participant holding an Option receives a hardship distribution from a Code §401(k) plan of the Company, or any Parent or Subsidiary, the Option may not be exercised during the six (6) month period following the hardship distribution, unless the Company determines that such exercise would not jeopardize the tax-qualification of the Code §401(k) plan. The Board may impose such restrictions on any Shares acquired pursuant to the exercise of an Option as it may deem advisable, including, without limitation, vesting or performance-based restrictions, voting restrictions, investment intent restrictions, restrictions on transfer, “first refusal” rights of the Company to purchase Shares acquired pursuant to the exercise of an Option prior to their sale to any other person, “drag along” rights requiring the sale of shares to a third party purchaser in certain circumstances, “lock up” type restrictions in the case of an Initial Public Offering of the Company’s stock, rights of the Company to re-purchase Shares acquired pursuant to the exercise of an Option, restrictions or limitations or other provisions that would be applied to shareholders under any applicable agreement among the shareholders, and restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and/or under any blue sky or state securities laws applicable to such Shares. The Board shall also require, as a condition for the acquisition of any Shares by a Participant or other Option holder pursuant to the exercise of an Option, that the Participant or Option holder execute an agreement by which the Participant or Option holder agrees to be bound by, and subject to, any agreement(s) among the Company’s shareholders then in effect.

(g) *Transferability of Options.* An Option shall not be transferable or assignable except by will or by the laws of descent and distribution and shall be exercisable, during the Participant's lifetime, only by the Participant; provided, however, that in the event the Participant is incapacitated and unable to exercise his or her Option, if such Option is a NQSO, such Option may be exercised by such Participant's legal guardian, legal representative, or other representative whom the Board deems appropriate based on applicable facts and circumstances. The determination of incapacity of a Participant and the determination of the appropriate representative of the Participant who shall be able to exercise the Option if the Participant is incapacitated shall be determined by the Board in its complete and absolute discretion. Notwithstanding the foregoing, except as otherwise provided in the Stock Incentive Agreement, a NQSO may also be transferred by a Participant as a bona fide gift or through a domestic relations order to any "family member" (as that term is defined in 17 CFR §230.701(c)(3)) of the Participant, and in each case the transferee shall be subject to all provisions of the Plan, the Stock Incentive Agreement and other agreements with the Participant in connection with the exercise of the Option. In the event of such a gift or transfer by domestic relations order, the Participant shall promptly notify the Board of such transfer and deliver to the Board such written documentation as the Board may in its complete and absolute discretion request, including, without limitation, the written acknowledgment of the donee that the donee is subject to the provisions of the Plan, the Stock Incentive Agreement and other agreements with the Participant. Notwithstanding the foregoing, a Stock Incentive Agreement may provide for more limited transferability than is described above.

(h) *Special Provisions for Certain Substitute Options.* Notwithstanding anything to the contrary in this Section, any Option granted in substitution for a stock option previously issued by another entity, which substitution occurs in connection with a transaction to which Code §424(a) is applicable, may provide for an exercise price computed in accordance with Code §424(a) and the regulations thereunder and may contain such other terms and conditions as the Board may prescribe to cause such substitute Option to contain as nearly as possible the same terms and conditions (including the applicable vesting and termination provisions) as those contained in the previously issued stock option being replaced thereby.

(i) *ISO Tax Treatment Requirements.* With respect to any Option that purports to be an ISO, to the extent that the aggregate Fair Market Value (determined as of the date of grant of such Option) of stock with respect to which such Option is exercisable for the first time by any individual during any calendar year exceeds one hundred thousand dollars (\$100,000.00), such Option shall not be treated as an ISO in accordance with Code §422(d). The rule of the preceding sentence is applied in the order in which Options are granted. Also, with respect to any Option that purports to be an ISO, such Option shall not be treated as an ISO if the Participant disposes of shares acquired thereunder within two (2) years from the date of the granting of the Option or within one (1) year of the exercise of the Option, or if the Participant has not met the requirements of Code §422(a)(2).

(j) *Potential Repricing of Stock Options.* With respect to any one or more Options granted pursuant to, and under, this Plan, the Board may determine that the repricing of all or any portion of such existing outstanding Options is appropriate without the need for any additional approval of the Shareholders of the Company. For this purpose, "repricing" of Options shall include, but not be limited to, any of the following actions (or any similar action): (1) lowering the Exercise Price of an existing Option; (2) any action which would be treated as a "repricing" under generally accepted accounting principles; or (3) canceling of an existing Option at a time when its Exercise Price exceeds the Fair Market Value of the underlying stock subject to such Option, in exchange for another Option, a Restricted Stock Award, or other equity in the Company. The Board shall have the unilateral right, without the need for any consent or acquiescence by a Participant holding an Option, to reduce the Exercise Price of such Option so long as no other terms and conditions of such Option are modified and the Participant is notified in writing of the Exercise Price reduction.

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### 7.3 Terms and Conditions of Stock Appreciation Rights.

**(a) Grants of Stock Appreciation Rights.** A Stock Appreciation Right may be granted in connection with all or any portion of a previously or contemporaneously granted Option or not in connection with an Option. A Stock Appreciation Right shall entitle the Participant to receive upon exercise or payment the excess of the Fair Market Value of a specified number of Shares at the time of exercise, over a SAR Exercise Price that shall be not less than the SAR Exercise Price for that number of Shares in the case of a Stock Appreciation Right granted in connection with a previously or contemporaneously granted Option, or in the case of any other Stock Appreciation Right, not less than eighty-five percent (85%) of the Fair Market Value of that number of Shares at the time the Stock Appreciation Right was granted. Any Stock Appreciation Right that is intended to avoid taxation under Code §409A as a “nonqualified deferred compensation plan” must be granted with a SAR Exercise Price equivalent to or greater than the Fair Market Value of a Share determined as of the date of such grant, consistent with Treas. Reg. §1.409A-1(b)(5)(iv), and any other applicable guidance or regulations issued by the Internal Revenue Service. The exercise of a Stock Appreciation Right shall result in a pro rata surrender of the related Option to the extent the Stock Appreciation Right has been exercised.

**(b) Payment.** Upon exercise or payment of a Stock Appreciation Right, the Company shall pay to the Participant the appreciation in cash or Shares (at the aggregate Fair Market Value on the date of payment or exercise) as provided in the Stock Incentive Agreement or, in the absence of such provision, as the Board may determine. To the extent that a Stock Appreciation Right is paid in cash, it shall nonetheless be deemed paid in Shares for purposes of Section 3 hereof.

**(c) Conditions to Exercise.** Each Stock Appreciation Right granted under the Plan shall be exercisable at such time or times, or upon the occurrence of such event or events, and in such amounts, as the Board shall specify in the Stock Incentive Agreement; provided, however, that subsequent to the grant of a Stock Appreciation Right, the Board, at any time before complete termination of such Stock Appreciation Right, may accelerate the time or times at which such Stock Appreciation Right may be exercised in whole or in part. Furthermore, if the Participant holding a Stock Appreciation Right receives a hardship distribution from a Code §401(k) plan of the Company, or any Parent or Subsidiary, the Stock Appreciation Right may not be exercised during the six (6) month period following the hardship distribution, unless the Company determines that such exercise would not jeopardize the tax-qualification of the Code §401(k) plan. The exercise period of a Stock Appreciation Right shall be tolled during any period that the Stock Appreciation Right cannot be exercised because such an exercise would violate an applicable Federal, state, local or foreign law, or would jeopardize the ability of the Company to continue as a going concern; provided, however, the period during which the Stock Appreciation Right may otherwise be exercised shall be extended only thirty (30) days after the exercise of the Stock Appreciation Right first would no longer violate such applicable Federal, state, local or foreign laws or first would no longer jeopardize the ability of the Company to continue as a going concern.

**(d) Restrictions on Shares Awarded.** Shares awarded pursuant to Stock Appreciation Rights shall be subject to such restrictions as determined by the Board for periods determined by the Board. The Board may impose such restrictions on any Shares acquired pursuant to a Stock Appreciation Right as it may deem advisable, including, without limitation, vesting or performance-based restrictions, voting restrictions, investment intent restrictions, restrictions on transfer, rights of the Company to re-purchase Shares acquired pursuant to the Stock Appreciation Rights, “first refusal”

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rights of the Company to purchase Shares acquired pursuant to the Stock Appreciation Rights prior to their sale to any other person, “drag along” rights requiring the sale of Shares to a third party purchaser in certain circumstances, “lock up” type restrictions in connection with public offerings of the Company’s Shares, restrictions or limitations or other provisions that would be applied to shareholders under any applicable agreement among the shareholders, and restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and/or under any blue sky or state securities laws applicable to such Shares. The Board shall also require, as a condition for the acquisition of any Shares by a Participant pursuant to the exercise of a Stock Appreciation Right, that the Participant execute an agreement by which the Participant agrees to be bound by, and subject to, any agreement(s) among the Company’s shareholders then in effect.

**(e) *Transferability of Stock Appreciation Rights.*** No Stock Appreciation Right granted under the Plan may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. Further, except as otherwise provided in a Participant’s Stock Incentive Agreement, all Stock Appreciation Rights granted to a Participant under the Plan shall be exercisable, during the Participant’s lifetime, only by the Participant, except that in the event the Participant is incapacitated and unable to exercise his or her Stock Appreciation Right, such Stock Appreciation Right may be exercised by such Participant’s legal guardian, legal representative, or other representative whom the Board deems appropriate based on applicable facts and circumstances. The determination of incapacity of a Participant and the determination of the appropriate representative of the Participant shall be determined by the Board in its complete and absolute discretion. Notwithstanding the foregoing, except as otherwise provided in the Stock Incentive Agreement, (A) a Stock Appreciation Right which is granted in connection with the grant of a NQSO may be transferred, but only with the NQSO, and (B) a Stock Appreciation Right which is not granted in connection with the grant of a NQSO, may be transferred by the Participant as a bona fide gift or through a domestic relations order to any “family member” (as that term is defined in 17 CFR §230.701(c)(3)) of the Participant, and in each case the transferee shall be subject to all provisions of the Plan, the Stock Incentive Agreement and other agreements with the Participant in connection with the exercise of the Stock Appreciation Right. In the event of such a gift or transfer by domestic relations order, the Participant shall promptly notify the Board of such transfer and deliver to the Board such written documentation as the Board may in its complete and absolute discretion request, including, without limitation, the written acknowledgment of the donee that the donee is subject to the provisions of the Plan, the Stock Incentive Agreement and other agreements with the Participant in connection with the exercise of the Stock Appreciation Right. Notwithstanding the foregoing, a Stock Incentive Agreement may provide for more limited transferability than is described above.

**(f) *Special Provisions for Tandem SARs.*** A Stock Appreciation Right granted in connection with an Option may only be exercised to the extent that the related Option has not been exercised. A Stock Appreciation Right granted in connection with an ISO (1) will expire no later than the expiration of the underlying ISO, (2) may be for no more than the difference between the Exercise Price of the underlying ISO and the Fair Market Value of the Shares subject to the underlying ISO at the time the Stock Appreciation Right is exercised, (3) may be transferable only when, and under the same conditions as, the underlying ISO is transferable, and (4) may be exercised only (i) when the underlying ISO could be exercised and (ii) when the Fair Market Value of the Shares subject to the ISO exceeds the Exercise Price of the ISO.

**(g) *Potential Repricing of SARs.*** With respect to any one or more Stock Appreciation Rights granted pursuant to, and under, this Plan, the Board may determine that the repricing of all or any portion of such existing outstanding Stock Appreciation Rights is appropriate without the need for

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any additional approval of the Shareholders of the Company. For this purpose, “repricing” of Stock Appreciation Rights shall include, but not be limited to, any of the following actions (or any similar action): (1) lowering the SAR Exercise Price of an existing Stock Appreciation Right; (2) any action which would be treated as a “repricing” under generally accepted accounting principles; or (3) canceling of an existing Stock Appreciation Right at a time when its SAR Exercise Price exceeds the Fair Market Value of the underlying stock subject to such Stock Appreciation Right, in exchange for another Stock Appreciation Right, a Restricted Stock Award, or other equity in the Company. The Board shall have the unilateral right, without the need for any consent or acquiescence by a Participant holding a Stock Appreciation right, to reduce the SAR Exercise Price of such Stock Appreciation Right so long as no other terms and conditions of such Stock Appreciation Right are modified and the Participant is notified in writing of the SAR Exercise Price reduction.

#### **7.4 Terms & Conditions of Restricted Stock Awards.**

**(a) Grants of Restricted Stock Awards.** Shares awarded pursuant to Restricted Stock Awards shall be subject to such restrictions (if any) as determined by the Board for periods determined by the Board. Restricted Stock Awards issued under the Plan may have restrictions which lapse based upon the service of a Participant, or based upon the attainment (as determined by the Board) of performance goals established pursuant to the business criteria listed in Section 13, or based upon any other criteria that the Board may determine appropriate. Any Restricted Stock Award with restrictions that lapse based on the attainment of performance goals must be granted by a Committee, must have its performance goals determined by such a Committee based upon one or more of the business criteria listed in Section 13, and must have the attainment of such performance goals certified in writing by such a Committee in order to meet the Performance-Based Exception. Shares awarded pursuant to a Restricted Stock Award may be forfeited to the extent that a Participant fails to satisfy the applicable conditions or restrictions during the period of restriction. The Company may retain the certificates representing Shares subject to a Restricted Stock Award in the Company’s possession until such time as all conditions and/or restrictions applicable to such Shares have been satisfied. The Board may require a cash payment from the Participant in exchange for the grant of a Restricted Stock Award or may grant a Restricted Stock Award without the requirement of a cash payment; provided, however, if the Participant holding a Restricted Stock Award receives a hardship distribution from a Code §401(k) plan of the Company, or any Parent or Subsidiary, the Participant may not pay any amount for such Restricted Stock Award during the six (6) month period following the hardship distribution, unless the Company determines that such payment would not jeopardize the tax-qualification of the Code §401(k) plan.

**(b) Acceleration of Award.** The Board shall have the power to permit, in its complete and absolute discretion, an acceleration of the expiration of the applicable restrictions or the applicable period of such restrictions with respect to any part or all of the Shares awarded to a Participant as part of a Restricted Stock Award.

**(c) Necessity of Stock Incentive Agreement.** Each grant of a Restricted Stock Award shall be evidenced by a Stock Incentive Agreement that shall specify the terms, conditions and restrictions regarding the Shares awarded to a Participant, and shall incorporate such other terms and conditions as the Board, acting in its complete and absolute discretion, deems consistent with the terms of this Plan. The Board shall have complete and absolute discretion to modify the terms and provisions of Restricted Stock Awards in accordance with Section 12 of this Plan.

**(d) Restrictions on Shares Awarded.** Shares awarded pursuant to Restricted Stock Awards shall be subject to such restrictions as determined by the Board for periods determined by the Board. The Board may impose such restrictions on any Shares acquired pursuant to a Restricted Stock Award

as it may deem advisable, including, without limitation, vesting or performance-based restrictions, voting restrictions, investment intent restrictions, restrictions on transfer, rights of the Company to re-purchase Shares acquired pursuant to the Restricted Stock Award, “first refusal” rights of the Company to purchase Shares acquired pursuant to the Restricted Stock Award prior to their sale to any other person, “drag along” rights requiring the sale of Shares to a third party purchaser in certain circumstances, “lock up” type restrictions in connection with public offerings of the Company’s stock, restrictions or limitations or other provisions that would be applied to shareholders under any applicable agreement among the shareholders, and restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and/or under any blue sky or state securities laws applicable to such Shares. The Board shall also require, as a condition for the acquisition of any Shares pursuant to a Restricted Stock Award held by a Participant, that the Participant execute an agreement by which the Participant agrees to be bound by, and subject to, any agreement(s) among the Company’s shareholders then in effect.

**(e) *Transferability of Restricted Stock Awards.*** A Restricted Stock Award may not be transferred by the holder Participant, except (A) upon the death of the holder Participant, a Restricted Stock Award may be transferred by will or by the laws of descent and distribution, (B) a Restricted Stock Award may, unless the applicable Stock Incentive Agreement provides otherwise, be transferred at any time as a bona fide gift or through a domestic relations order to any “family member” (as that term is defined in 17 CFR §230.701(c)(3)) of the Participant; provided, however, that the transferee must be bound by all terms and provisions of the underlying Restricted Stock Award, and (C) a Restricted Stock Award may be transferred at any time following the lapse of all restrictions on transferability of the Restricted Stock Award. Notwithstanding the foregoing, a Stock Incentive Agreement may provide for more limited transferability than is described above.

**(f) *Voting, Dividend & Other Rights.*** Unless the applicable Stock Incentive Agreement expressly provides otherwise, holders of Restricted Stock Awards shall, with respect to the Shares subject to such Stock Incentive Agreement, be entitled (1) to vote such Shares, and (2) to receive any dividends declared upon such Shares, during any period of restriction imposed by the Stock Incentive Agreement, but shall not be entitled (1) to vote such Shares, or (2) to receive any dividends declared upon such Shares, on or after the date on which Shares are forfeited pursuant to such Stock Incentive Agreement.

#### **7.5 Terms & Conditions of Restricted Stock Units.**

**(a) *Grants of Restricted Stock Units.*** A Restricted Stock Unit shall entitle the Participant to receive one Share at such future time and upon such terms as specified by the Board in the Stock Incentive Agreement evidencing such award. Restricted Stock Units issued under the Plan may have restrictions which lapse based upon the service of a Participant, or based upon other criteria that the Board may determine appropriate. The Board may require a cash payment from the Participant in exchange for the grant of Restricted Stock Units or may grant Restricted Stock Units without the requirement of a cash payment; *provided, however*, if a Participant holding a Restricted Stock Unit receives a hardship distribution from a Code §401(k) plan of the Company, or any Parent or Subsidiary, no payment for the Restricted Stock Unit may be made by the Participant during the six (6) month period following the hardship distribution, unless the Company determines that such payment would not jeopardize the tax-qualification of the Code §401(k) plan.

**(b) *Vesting of Restricted Stock Units.*** The Board may establish a vesting schedule applicable to a Restricted Stock Unit and may specify the times, vesting and performance goal requirements that may be applicable to a Restricted Stock Unit. Until the end of the period(s) of time specified in any such vesting schedule and/or the satisfaction of any such performance criteria, the Restricted Stock Units subject to such Stock Incentive Agreement shall remain subject to forfeiture.

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**(c) Acceleration of Award.** The Board shall have the power to permit, in its complete and absolute discretion, an acceleration of the applicable restrictions or the applicable period of such restrictions with respect to any part or all of the Restricted Stock Units awarded to a Participant.

**(d) Necessity of Stock Incentive Agreement.** Each grant of Restricted Stock Unit(s) shall be evidenced by a Stock Incentive Agreement that shall specify the terms, conditions and restrictions regarding the Participant's right to receive Share(s) in the future, and shall incorporate such other terms and conditions as the Board, acting in its complete and absolute discretion, deems consistent with the terms of this Plan. The Board shall have complete and absolute discretion to modify the terms and provisions of Restricted Stock Unit(s) in accordance with Section 12 of this Plan.

**(e) Transferability of Restricted Stock Units.** Except as otherwise provided in a Participant's Restricted Stock Unit Award, no Restricted Stock Unit granted under the Plan may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated by the holder Participant, except upon the death of the holder Participant by will or by the laws of descent and distribution. Notwithstanding the foregoing, a Stock Incentive Agreement may provide for more limited transferability than is described above.

**(f) Voting, Dividend & Other Rights.** Unless the applicable Stock Incentive Agreement provides otherwise, holders of Restricted Stock Units shall not be entitled to vote or to receive dividends until they become owners of the Shares pursuant to their Restricted Stock Units.

**(g) Code §409A Requirements.** A Restricted Stock Unit must meet certain restrictions contained in Code §409A if it is to avoid taxation under Code §409A as a "nonqualified deferred compensation plan." Grants of Restricted Stock Units under this Plan should be made with consideration of the impact of Code §409A with respect to such grant upon both the Company and the recipient of the Restricted Stock Unit.

**(h) No ERISA Employee Benefit Plan Created.** Except to the extent that the Board expressly determines otherwise in resolutions, a Restricted Stock Unit must contain terms and provisions designed to ensure that the Restricted Stock Unit will not be considered an "employee benefit plan" as defined in ERISA §3(3).

**(i) Restrictions on Shares Awarded.** Shares awarded pursuant to Restricted Stock Units shall be subject to such restrictions as determined by the Board for periods determined by the Board. The Board may impose such restrictions on any Shares acquired pursuant to a Restricted Stock Unit as it may deem advisable, including, without limitation, vesting or performance-based restrictions, voting restrictions, investment intent restrictions, restrictions on transfer, rights of the Company to re-purchase Shares acquired pursuant to the Restricted Stock Units, "first refusal" rights of the Company to purchase Shares acquired pursuant to the Restricted Stock Units prior to their sale to any other person, "drag along" rights requiring the sale of Shares to a third party purchaser in certain circumstances, "lock up" type restrictions in connection with public offerings of the Company's Shares, restrictions or limitations or other provisions that would be applied to shareholders under any applicable agreement among the shareholders, and restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and/or under any blue sky or state securities laws applicable to such Shares. The Board shall also require, as a condition for the grant of any Shares to a Participant pursuant to the exercise of a Restricted Stock Unit, that the Participant execute an agreement by which the Participant agrees to be bound by, and subject to, any agreement(s) among the Company's shareholders then in effect.

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**8 SECURITIES REGULATION**

Each Stock Incentive Agreement may provide that, upon the receipt of Shares as a result of the exercise of a Stock Incentive or otherwise, the Participant shall, if so requested by the Company, hold such Shares for investment and not with a view of resale or distribution to the public and, if so requested by the Company, shall deliver to the Company a written statement satisfactory to the Company to that effect. Each Stock Incentive Agreement may also provide that, if so requested by the Company, the Participant shall make a written representation to the Company that he or she will not sell or offer to sell any of such Shares unless a registration statement shall be in effect with respect to such Shares under the Securities Act of 1933, as amended ("1933 Act"), and any applicable state securities law or, unless he or she shall have furnished to the Company an opinion, in form and substance satisfactory to the Company, of legal counsel acceptable to the Company, that such registration is not required. Certificates representing the Shares transferred upon the exercise of a Stock Incentive granted under this Plan may at the complete and absolute discretion of the Company bear a legend to the effect that such Shares have not been registered under the 1933 Act or any applicable state securities law and that such Shares may not be sold or offered for sale in the absence of an effective registration statement as to such Shares under the 1933 Act and any applicable state securities law or an opinion, in form and substance satisfactory to the Company, of legal counsel acceptable to the Company, that such registration is not required. The Company shall not be required to issue any Shares under any Stock Incentive if the issuance of such Shares would constitute a violation by the Participant, the Company or any other person of any provisions of any law or regulation of any governmental authority, including any federal or state securities laws or regulations. The Company may, but shall in no event be obligated to, register any securities covered hereby pursuant to the Securities Act. The Company shall not be obligated to take any affirmative action in order to cause the issuance of Shares pursuant hereto or pursuant to a grant of a Stock Incentive to comply with any law or regulation of any governmental authority. As to any jurisdiction that expressly imposes the requirement that Shares may not be issued pursuant to a Stock Incentive unless and until the Shares covered by such grant are registered or are exempt from registration, the issuance of Shares pursuant to such grant (under circumstances in which the laws of such jurisdiction apply) shall be deemed conditioned upon the effectiveness of such registration or the availability of such an exemption.

**9 LIFE OF PLAN**

No Stock Incentive shall be granted under this Plan on or after the earlier of:

**9.1** the tenth (10th) anniversary of the Effective Date of this Plan (or the tenth (10th) anniversary of the Amendment Date of any subsequent amendment to this Plan if such amendment would require the approval of the shareholders pursuant to Treas. Reg. § 1.422-2(b)(2) and such approval was obtained), or

**9.2** the date on which all of the Shares available for issuance under Section 3 of this Plan have (as a result of the exercise of Options or Stock Appreciation Rights granted under this Plan, lapse of all restrictions under Restricted Stock Awards granted under this Plan, or vesting and payment of all Restricted Stock Units granted under this Plan) been issued or no longer are available for use under this Plan.

After such date, this Plan shall continue in effect with respect to any then-outstanding Stock Incentives until (1) all then-outstanding Options and Stock Appreciation Rights have been exercised in full or are no longer exercisable, (2) all Restricted Stock Awards have vested or been forfeited, and (3) all Restricted Stock Units have vested and been paid or been forfeited.



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**10 ADJUSTMENT**

Notwithstanding anything in Section 12 to the contrary, the number of Shares reserved under Section 3 of this Plan, the limit on the number of Shares that may be granted during a calendar year to any Eligible Recipient under Section 3 of this Plan, the number and type of Shares subject to Stock Incentives granted under this Plan, and the Exercise Price of any Options and the SAR Exercise Price of any Stock Appreciation Rights, may be adjusted by the Board in its complete and absolute discretion in an equitable manner to reflect any change in the capitalization of the Company, including, but not limited to, such changes as stock dividends or stock splits; provided, however, that the Board shall be required to make such adjustments if such change in the capitalization of the Company constitutes an “equity restructuring” as defined in FAS 123R. Furthermore, the Board shall have the right to, and may in its complete and absolute discretion, adjust (in a manner that satisfies the requirements of Code §424(a) and/or Treas. Reg. §1.409A-1(b)(5)(v)(D)) the number of Shares reserved under Section 3, and the number of Shares subject to Stock Incentives granted under this Plan, and the Exercise Price of any Options and the SAR Exercise Price of any Stock Appreciation Rights in the event of any corporate transaction described in Code §424(a) and/or Treas. Reg. §1.409A-1(b)(5)(v)(D) that provides for the substitution or assumption of such Stock Incentives; provided, however, that the Board shall be required to make such adjustments if such corporate transaction constitutes an “equity restructuring” as defined in FAS 123R. If any adjustment under this Section creates a fractional Share or a right to acquire a fractional Share, such fractional Share shall be disregarded, and the number of Shares reserved under this Plan and the number subject to any Stock Incentives granted under this Plan shall be the next lower number of Shares, rounding all fractions downward. An adjustment made under this Section by the Board shall be conclusive and binding on all affected persons and, further, shall not constitute an increase in the number of Shares reserved under Section 3.

**11 CHANGE OF CONTROL OF COMPANY**

**11.1 General Rule for Options.** Except as otherwise provided in a Stock Incentive Agreement, if a Change of Control occurs, and if the agreements effectuating the Change of Control do not provide for the assumption or substitution of all Options granted under this Plan, with respect to any Option granted under this Plan that is not so assumed or substituted (a “Non-Assumed Option”), the Committee, in its complete and absolute discretion, may, with respect to any or all of such Non-Assumed Options, take any or all of the following actions to be effective as of the date of the Change of Control (or as of any other date fixed by the Committee occurring within the twenty-five (25) day period ending on the date of the Change of Control, but only if such action remains contingent upon the effectuation of the Change of Control) (such date referred to as the “Action Effective Date”):

(a) Accelerate the vesting and/or exercisability of any such Non-Assumed Option on or before a specified Action Effective Date; and/or

(b) Unilaterally cancel any such Non-Assumed Option which has not vested and/or which has not become exercisable as of a specified Action Effective Date; and/or

(c) Unilaterally cancel any such Non-Assumed Option as of a specified Action Effective Date in exchange for:

(1) whole and/or fractional Shares (or for whole Shares and cash in lieu of any fractional Share) that, in the aggregate, are equal in value to the excess of the Fair Market Value of the Shares that could be purchased subject to such Non-Assumed Option determined as of the Action Effective Date (taking into account vesting and/or exercisability) over the aggregate Exercise Price for such Shares; and/or

(2) cash or other property equal in value to the excess of the Fair Market Value of any Shares (or fractional Shares) that could be purchased subject to such Non-Assumed Option determined as of the Action Effective Date (taking into account vesting and/or exercisability) over the aggregate Exercise Price for such Shares; and/or

(d) Unilaterally cancel any such Non-Assumed Option as of a specified Action Effective Date in exchange for cash or other property equal in value to the excess of the Change of Control Value of any Shares (or fractional Shares) that could be purchased subject to such Non-Assumed Option determined as of the Action Effective Date (taking into account vesting and/or exercisability) over the aggregate Exercise Price for such Shares; and/or

(e) Unilaterally cancel any such Non-Assumed Option after a specified Action Effective Date after providing the holder of such Option with (1) an opportunity to exercise such Non-Assumed Option to the extent vested and/or exercisable (taking into account vesting and/or exercisability as of the date of the Change of Control) on or before such Action Effective Date, and (2) reasonable notice of such opportunity to exercise prior to such Action Effective Date; and/or

(f) Unilaterally require the exercise of, and unilaterally cause the exercise of, any such Non-Assumed Option by a “cashless” or “net share” exercise (as described in Section 7.2(e) hereof) as of a specified Action Effective Date; and/or

(g) Unilaterally cancel any such Non-Assumed Option as of a specified Action Effective Date and notify the holder of such Option of such action, but only if the Fair Market Value of the Shares that could be purchased subject to such Non-Assumed Option determined as of such Action Effective Date (taking into account vesting and/or exercisability) does not exceed the aggregate Exercise Price for such Shares.

With respect to subsection (d) above, notwithstanding any provision of this Plan or any Stock Incentive Agreement to the contrary, unless prohibited by the Sarbanes-Oxley Act of 2002, the Committee may, in its complete and absolute discretion, allow the holder of any such Non-Assumed Option to exercise such Non-Assumed Option under the provisions of subsection (d) above with a promissory note which shall become due and payable as of, or shortly after, the date of the Change of Control on such terms and conditions as the Committee may determine, consistent with the requirements of Code §7872. However, notwithstanding the foregoing, to the extent that the Participant holding a Non-Assumed Option is an Insider, payment of cash in lieu of whole or fractional Shares or shares of a successor may only be made to the extent that such payment (1) has met the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act, or (2) is a subsequent transaction the terms of which were provided for in a transaction initially meeting the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act. Unless a Stock Incentive Agreement provides otherwise, the payment of cash in lieu of whole or fractional Shares or in lieu of whole or fractional shares of a successor shall be considered a subsequent transaction approved by the original grant of an Option.

**11.2 General Rule for SARs.** Except as otherwise provided in a Stock Incentive Agreement, if a Change of Control occurs, and if the agreements effectuating the Change of Control do not provide for the assumption or substitution of all Stock Appreciation Rights granted under this Plan, with respect to any Stock Appreciation Right granted under this Plan that is not so assumed or substituted (a “Non-Assumed SAR”), the Committee, in its complete and absolute discretion, may, with respect to any or all of such Non-Assumed SARs, take any or all of the following actions to be effective as of the date of the Change of Control (or as of any other date fixed by the Committee occurring within the twenty-five (25) day period ending on the date of the Change of Control, but only if such action remains contingent upon the effectuation of the Change of Control) (such date referred to as the “Action Effective Date”):

(a) Accelerate the vesting and/or exercisability of such Non-Assumed SAR on or before a specified Action Effective Date; and/or

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(b) Unilaterally cancel any such Non-Assumed SAR which has not vested or which has not become exercisable as of a specified Action Effective Date; and/or

(c) Unilaterally cancel such Non-Assumed SAR as of a specified Action Effective Date in exchange for:

(1) whole and/or fractional Shares (or for whole Shares and cash in lieu of any fractional Share) that, in the aggregate, are equal in value to the excess of the Fair Market Value of the Shares subject to such Non-Assumed SAR determined as of the Action Effective Date (taking into account vesting and/or exercisability) over the aggregate SAR Exercise Price for such Shares subject to such Non-Assumed SAR; and/or

(2) cash or other property equal in value to the excess of the Fair Market Value of any Shares (or fractional Shares) subject to such Non-Assumed SAR determined as of the Action Effective Date (taking into account vesting and/or exercisability) over the aggregate SAR Exercise Price for such Shares subject to such Non-Assumed SAR; and/or

(d) Unilaterally cancel any such Non-Assumed SAR as of a specified Action Effective Date in exchange for cash or other property equal in value to the excess of the Change of Control Value of any Shares (or fractional Shares) subject to such Non-Assumed SAR determined as of the Action Effective Date (taking into account vesting and/or exercisability) over the aggregate SAR Exercise Price for such Shares subject to such Non-Assumed SAR; and/or

(e) Unilaterally cancel such Non-Assumed SAR as of a specified Action Effective Date after providing the holder of such SAR with (1) an opportunity to exercise such Non-Assumed SAR to the extent vested and/or exercisable (taking into account vesting and/or exercisability as of the date of the Change of Control) on or before such Action Effective Date, and (2) reasonable notice of such opportunity to exercise prior to such Action Effective Date; and/or

(f) Unilaterally require the exercise of, and unilaterally cause the exercise of, any such Non-Assumed SAR as of a specified Action Effective Date; and/or

(g) Unilaterally cancel such Non-Assumed SAR and notify the holder of such SAR of such action, but only if the Fair Market Value of the Shares subject to such Non-Assumed SAR determined as of the Action Effective Date (taking into account vesting and/or exercisability) does not exceed the SAR Exercise Price for such Non-Assumed SAR.

However, notwithstanding the foregoing, to the extent that the Participant holding a Non-Assumed SAR is an Insider, payment of cash in lieu of whole or fractional Shares or shares of a successor may only be made to the extent that such payment (1) has met the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act, or (2) is a subsequent transaction the terms of which were provided for in a transaction initially meeting the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act. Unless a Stock Incentive Agreement provides otherwise, the payment of cash in lieu of whole or fractional Shares or in lieu of whole or fractional shares of a successor shall be considered a subsequent transaction approved by the original grant of a SAR.

**11.3 General Rule for Restricted Stock Units.** Except as otherwise provided in a Stock Incentive Agreement, if a Change of Control occurs, and if the agreements effectuating the Change of Control do not provide for the assumption or substitution of all Restricted Stock Units granted under this Plan, with

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respect to any Restricted Stock Unit granted under this Plan that is not so assumed or substituted (a “Non-Assumed RSU”), the Committee, in its complete and absolute discretion, may, with respect to any or all of such Non-Assumed RSUs, take any or all of the following actions to be effective as of the date of the Change of Control (or as of any other date fixed by the Committee occurring within the twenty-five (25) day period ending on the date of the Change of Control, but only if such action remains contingent upon the effectuation of the Change of Control) (such date referred to as the “Action Effective Date”):

(a) Accelerate the vesting of such Non-Assumed RSU on or before a specified Action Effective Date; and/or

(b) Unilaterally cancel any such Non-Assumed RSU which has not vested as of a specified Action Effective Date; and/or

(c) Unilaterally cancel such Non-Assumed RSU as of a specified Action Effective Date in exchange for:

(1) whole and/or fractional Shares (or for whole Shares and cash in lieu of any fractional Share) that are equal to the number of Shares subject to such Non-Assumed RSU determined as of such Action Effective Date (taking into account vesting); and/or

(2) cash or other property equal in value to the Fair Market Value of the Shares (or fractional Shares) subject to such Non-Assumed RSU determined as of such Action Effective Date (taking into account vesting); and/or

(d) Unilaterally cancel such Non-Assumed RSU as of a specified Action Effective Date and notify the holder of such RSU of such action, but only if the Fair Market Value of the Shares that were subject to such Non-Assumed RSU determined as of the Action Effective Date (taking into account vesting) is zero.

However, notwithstanding the foregoing, to the extent that the Participant holding a Non-Assumed RSU is an Insider, payment of cash in lieu of whole or fractional Shares or shares of a successor may only be made to the extent that such payment (1) has met the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act, or (2) is a subsequent transaction the terms of which were provided for in a transaction initially meeting the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act. Unless a Stock Incentive Agreement provides otherwise, the payment of cash in lieu of whole or fractional Shares or in lieu of whole or fractional shares of a successor shall be considered a subsequent transaction approved by the original grant of an RSU.

**11.4 General Rule for Other Stock Incentive Agreements.** If a Change of Control occurs, then, except to the extent otherwise provided in the Stock Incentive Agreement pertaining to a particular Stock Incentive or as otherwise provided in this Plan, each Stock Incentive shall be governed by applicable law and the documents effectuating the Change of Control.

## 12 AMENDMENT OR TERMINATION

This Plan may be amended by the Board from time to time to the extent that the Board deems necessary or appropriate; provided, however, shareholder approval of an amendment to the Plan may be necessary (1) in order for the Plan to continue to be able to issue ISOs under Code §422 pursuant to Treas. Reg. §1.422-2(b)(2)(iii), (2) in order for the Plan to continue to be able to issue Stock Incentives which meet the Performance-Based Exception pursuant to Treas. Reg. §1.162-27(e)(2)(vi), and (3) in order for the Plan to comply with rules promulgated by an established stock exchange or a national market system if the Company is, or becomes, listed or traded on any such established stock exchange or

national market system, and, in all cases, the Board shall determine whether approval by the shareholders shall be requested and/or required in its complete and absolute discretion after due consideration of such matters. The Board also may suspend the granting of Stock Incentives under this Plan at any time and may terminate this Plan at any time. The Company shall have the right to modify, amend or cancel any Stock Incentive after it has been granted if (a) the modification, amendment or cancellation does not diminish the rights or benefits of the Participant under the Stock Incentive (provided, however, that a modification, amendment or cancellation that results solely in a change in the tax consequences with respect to a Stock Incentive shall not be deemed as a diminishment of rights or benefits of such Stock Incentive), (b) the Participant consents in writing to such modification, amendment or cancellation, (c) there is a dissolution or liquidation of the Company, (d) this Plan and/or the Stock Incentive Agreement expressly provides for such modification, amendment or cancellation, or (e) the Company would otherwise have the right to make such modification, amendment or cancellation by applicable law. (See also Section 4 for a special provision providing for automatic termination of this Plan in certain circumstances.)

### **13 PERFORMANCE CRITERIA FOR PERFORMANCE-BASED EXCEPTION**

**13.1 Performance Goal Business Criteria.** The following performance measure(s) must be used by a Committee composed of solely two (2) or more Outside Directors to determine the degree of payout and/or vesting with respect to a Stock Incentive granted pursuant to this Plan in order for such Stock Incentive to qualify for the Performance-Based Exception:

- (a) Earnings per share;
- (b) Net income (before or after taxes);
- (c) Return measures (including, but not limited to, return on assets, equity or sales);
- (d) Cash flow return on investments which equals net cash flows divided by owners equity;
- (e) Earnings before or after taxes, depreciation and/or amortization;
- (f) Gross revenues;
- (g) Operating income (before or after taxes);
- (h) Total shareholder returns;
- (i) Corporate performance indicators (indices based on the level of certain services provided to customers);
- (j) Achievement of sales targets;
- (k) Completion of acquisitions;
- (l) Cash generation, profit and/or revenue targets;
- (m) Growth measures, including revenue growth, as compared with a peer group or other benchmark;
- (n) Share price (including, but not limited to, growth measures and total shareholder return); and/or
- (o) Pre-tax profits.

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The Board may propose for shareholder vote and shareholder approval a change in these general performance measures set forth in this Section at any time.

**13.2 Discretion in Formulation of Performance Goals.** Unless an applicable Stock Incentive Agreement expressly provides otherwise, the Board shall have the complete and absolute discretion to adjust the determinations of the degree of attainment of the pre-established performance goals; provided, however, that Stock Incentives that are to qualify for the Performance-Based Exception may not be adjusted upward (although the Committee shall retain the complete and absolute discretion to adjust such Stock Incentives downward).

**13.3 Performance Periods.** The Board shall have the complete and absolute discretion to determine the period during which any performance goal must be attained with respect to a Stock Incentive. Such period may be of any length, and, for Stock Incentives that are to qualify for the Performance-Based Exception, must be established prior to the start of such period or within the first ninety (90) days of such period (provided that the performance criteria is not in any event set after 25% or more of such period has elapsed).

**13.4 Modifications to Performance Goal Business Criteria.** In the event that the applicable tax and/or securities laws change to permit Board discretion to alter the governing performance measures noted above without obtaining shareholder approval of such changes, the Board shall have complete and absolute discretion to make such changes without obtaining shareholder approval. In addition, in the event that the Board determines that it is advisable to grant Stock Incentives that shall not qualify for the Performance-Based Exception, the Board may make such grants without satisfying the requirements of Code §162(m) and without regard to the provisions of this Section 13; otherwise, a Committee composed exclusively of two (2) or more Outside Directors must make such grants.

## 14 MISCELLANEOUS

**14.1 Shareholder Rights.** No Participant shall have any rights as a shareholder of the Company as a result of the grant of a Stock Incentive to him or to her under this Plan or his or her exercise of such Stock Incentive until (i) the Shares subject to such Stock Incentive have been recorded on the Company's official shareholder records as having been issued and transferred to such Participant, and (ii) the Participant has executed an agreement by which the Participant agrees to be bound by, and subject to, any agreement(s) among the Company's shareholders then in effect. Upon the grant of a Stock Incentive or a Participant's exercise of such Stock Incentive, the Company will have a reasonable period in which to issue and transfer the Shares to the Participant, and the Participant will not be treated as a shareholder for any purpose whatsoever prior to such issuance and transfer.

**14.2 No Guarantee of Continued Relationship.** The grant of a Stock Incentive to a Participant under this Plan shall not constitute a contract of employment or a contract to perform services and shall not confer on a Participant any rights upon his or her termination of employment or relationship with the Company in addition to those rights, if any, expressly set forth in the Stock Incentive Agreement that evidences his or her Stock Incentive.

**14.3 Withholding.** The Company shall have the power and the right to deduct or withhold, or require a Participant to remit to the Company as a condition precedent for the fulfillment of any Stock Incentive, an amount sufficient to satisfy Federal, state and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of this Plan and/or any action taken by a Participant with respect to a Stock Incentive. Whenever Shares are to be issued to a Participant upon exercise of an Option or a Stock Appreciation Right, or satisfaction of conditions under a

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Restricted Stock Unit, or grant of (if a Code §83(b) election is properly made) or substantial vesting of a Restricted Stock Award, the Company shall have the right to require the Participant to remit to the Company, as a condition of exercise of the Option or Stock Appreciation Right, or as a condition to the fulfillment of the Restricted Stock Unit, or as a condition to the grant (if a Code §83(b) election is properly made) or substantial vesting of the Restricted Stock Award, an amount in cash (or, unless the Stock Incentive Agreement provides otherwise, in Shares) sufficient to satisfy federal, state and local withholding tax requirements at the time of such exercise, satisfaction of conditions, or grant (if a Code §83(b) election is properly made) or substantial vesting. However, notwithstanding the foregoing, to the extent that a Participant is an Insider, satisfaction of withholding requirements by having the Company withhold Shares may only be made to the extent that such withholding of Shares (1) has met the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act, or (2) is a subsequent transaction the terms of which were provided for in a transaction initially meeting the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act. Unless the Stock Incentive Agreement provides otherwise, the withholding of shares to satisfy federal, state and local withholding tax requirements shall be a subsequent transaction approved by the original grant of a Stock Incentive. Notwithstanding the foregoing, in no event shall payment of withholding taxes be made by a retention of Shares by the Company unless the Company retains only Shares with a Fair Market Value equal to or less than the minimum amount of taxes required to be withheld.

**14.4 Notification of Disqualifying Dispositions of ISO Options.** If a Participant sells or otherwise disposes of any of the Shares acquired pursuant to an Option that is an ISO on or before the later of (1) the date two (2) years after the date of grant of such Option, or (2) the date one (1) year after the exercise of such Option, then the Participant shall immediately notify the Company in writing of such sale or disposition and shall cooperate with the Company in providing sufficient information to the Company for the Company to properly report such sale or disposition to the Internal Revenue Service. The Participant acknowledges and agrees that he may be subject to federal, state and/or local tax withholding by the Company on the compensation income recognized by Participant from any such early disposition, and agrees that he shall include the compensation from such early disposition in his gross income for federal tax purposes. Participant also acknowledges that the Company may condition the exercise of any Option that is an ISO on the Participant's express written agreement with these provisions of this Plan.

**14.5 Unfunded Plan.** To the extent that cash or property is payable to a participant under this Plan, such cash or property will be paid by the Company from its general assets, and any person entitled to such a payment under the Plan will have no rights greater than the rights of any other unsecured general creditor of the Company. Shares to be distributed hereunder will be issued directly by the Company from its authorized but unissued or "treasury" stock or a combination thereof. The Company will not be required to segregate on its books or otherwise establish any funding procedure for the amount to be used for the payment of benefits under the Plan. If, however, the Company determines to reserve Shares or other assets to discharge its obligations hereunder, such reservation will not be deemed to create a trust or other funded arrangement.

**14.6 No Fiduciary Relationship.** Nothing contained in this Plan and no action taken pursuant to the Plan shall create or be construed to create a trust of any kind or any fiduciary relationship between the Company, a Subsidiary or a Parent and any Participant or executor, administrator, or other personal representative or designated beneficiary of such Participant or any other persons.

**14.7 Relationship to Other Compensation Plans.** The adoption of this Plan shall not affect any other stock option, incentive, or other compensation plans in effect for the Company, a Parent, or a Subsidiary, nor shall the adoption of this Plan preclude the Company or a Parent or Subsidiary from establishing any other form of incentive or other compensation plan for Employees or Key Persons of the Company or a Parent or Subsidiary.

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**14.8 Governing Law.** The granting of Stock Incentives under this Plan, the exercisability of any Stock Incentives and the issuance of shares of Common Stock shall be subject to all applicable laws, rules, and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required by applicable law. Specifically, the laws of the State of Georgia shall govern this Plan and any Stock Incentive Agreement issued hereunder. If any state's conflict of law rules would apply another state's laws, the laws of the State of Georgia shall still govern.



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**AMENDMENT NO. 1 TO SOLIDFIRE, INC.  
2010 STOCK INCENTIVE PLAN**

THIS AMENDMENT NO. 1 (this "Amendment") is made effective as of July 27, 2010, to the SolidFire, Inc. (the "Company") 2010 Stock Incentive Plan (the "Plan"). All capitalized terms not specifically defined in this Amendment shall have the meanings provided to them in the Plan.

WHEREAS, the purpose of the Plan is to enable the Company to compete successfully in attracting, motivating and retaining officers, directors, employees and consultants with outstanding abilities by making it possible for them to purchase shares of the capital stock of the Company on terms that will give them a direct and continuing interest in the future success of the businesses of the Company and encourage them to remain in the service of the Company; and

WHEREAS, pursuant to Section 12 of the Plan, the Board of Directors (the "Board") on behalf of the Company has the right to amend the Plan at any time; and

WHEREAS, the Board desires to amend the Plan to set the maximum number of shares that may be issued pursuant to options that may be granted thereunder at 412,049 (as adjusted for any stock dividend, stock split, combination, reorganization, recapitalization, reclassification, or other similar event); and

NOW, THEREFORE, the Plan is hereby amended as follows:

1. Section 3.1 of the Plan is hereby deleted in its entirety and replaced with the following:

*"3.1 Maximum Aggregate Shares Issuable Pursuant to Stock Incentives.* The total number of Shares that may be issued pursuant to Stock Incentives under this Plan shall not exceed Four Hundred Twelve Thousand Forty-Nine (412,049), as adjusted pursuant to Section 10. Such Shares shall be reserved, to the extent that the Company deems appropriate, from authorized but unissued Shares, from Shares which have been reacquired by the Company, from Shares paid to the Company pursuant to the exercise of Stock Incentives issued under the Plan, or from Shares withheld by the Company for payment of taxes."

2. All references to Georgia in the Plan shall be deleted and replaced with Delaware.

3. Except to the extent amended hereby, the terms and provisions of the Plan shall remain in full force and effect.

4. This Amendment was duly adopted by a resolution unanimously approved by the Board, and was approved by a resolution adopted by the stockholders of the Company.

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**AMENDMENT NO. 2 TO SOLIDFIRE, INC.  
2010 STOCK INCENTIVE PLAN**

**THIS AMENDMENT NO. 2** (this "Amendment") is made effective as of January 21, 2011, to the SolidFire, Inc. (the "Company") 2010 Stock Incentive Plan, as amended by Amendment No. 1 to the SolidFire, Inc. 2010 Stock Incentive Plan (the "Plan"). All capitalized terms not specifically defined in this Amendment shall have the meanings provided to them in the Plan.

**WHEREAS**, the purpose of the Plan is to enable the Company to compete successfully in attracting, motivating and retaining officers, directors, employees and consultants with outstanding abilities by making it possible for them to purchase shares of the capital stock of the Company on terms that will give them a direct and continuing interest in the future success of the businesses of the Company and encourage them to remain in the service of the Company; and

**WHEREAS**, pursuant to Section 12 of the Plan, the Board of Directors (the "Board") on behalf of the Company has the right to amend the Plan at any time; and

**WHEREAS**, the Board desires to amend the Plan to (i) define the Company's business; (ii) to set the maximum number of shares that may be issued pursuant to options that may be granted thereunder at 643,467 (as adjusted for any stock dividend, stock split, combination, reorganization, recapitalization, reclassification, or other similar event); and (iii) to set the maximum number shares that may be issued pursuant to options that may be granted that may be issued to a Participant (as defined therein) in a calendar year; and

**NOW, THEREFORE**, the Plan is hereby amended as follows:

1. Section 2.3 of the Plan is hereby deleted in its entirety and replaced with the following:  
"2.3 *Business* means the business of providing data storage software and services"
2. Section 3.1 of the Plan is hereby deleted in its entirety and replaced with the following:  
"3.1 *Maximum Aggregate Shares Issuable Pursuant to Stock Incentives*. The total number of Shares that may be issued pursuant to Stock Incentives under this Plan shall not exceed Six Hundred Forty Three Thousand Four Hundred Sixty-Seven (643,467), as adjusted pursuant to Section 10. Such Shares shall be reserved, to the extent that the Company deems appropriate, from authorized but unissued Shares, from Shares which have been reacquired by the Company, from Shares paid to the Company pursuant to the exercise of Stock Incentives issued under the Plan, or from Shares withheld by the Company for payment of taxes."
3. Section 3.4 of the Plan is hereby deleted in its entirety and replaced with the following:  
"3.4 *Code §162(m) Participant Limitation*. Notwithstanding anything herein to the contrary, no Participant may be granted Stock Incentives covering an aggregate number of Shares in excess of Six Hundred Thousand (600,000) in any calendar year, and any Shares subject to a Stock Incentive which again become available for use under this Plan after the cancellation, expiration or exchange of such Stock Incentive thereafter shall continue to be counted in applying this calendar year Participant limitation."
4. Except to the extent amended hereby, the terms and provisions of the Plan shall remain in full force and effect.
5. This Amendment was duly adopted by a resolution unanimously approved by the Board, and was approved by a resolution adopted by the stockholders of the Company.

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**AMENDMENT NO. 3 TO SOLIDFIRE, INC.  
2010 STOCK INCENTIVE PLAN**

**THIS AMENDMENT NO. 3** (this "Amendment") is made effective as of December 6, 2011, to the SolidFire, Inc. (the "Company") 2010 Stock Incentive Plan, as amended by Amendments No. 1 and No. 2 to the SolidFire, Inc. 2010 Stock Incentive Plan (the "Plan"). All capitalized terms not specifically defined in this Amendment shall have the meanings provided to them in the Plan.

**WHEREAS**, the purpose of the Plan is to enable the Company to compete successfully in attracting, motivating and retaining officers, directors, employees and consultants with outstanding abilities by making it possible for them to purchase shares of the capital stock of the Company on terms that will give them a direct and continuing interest in the future success of the businesses of the Company and encourage them to remain in the service of the Company;

**WHEREAS**, pursuant to Section 10 of the Plan, the Board of Directors (the "Board") on behalf of the Company has the right to amend the Plan in connection with certain recapitalization events;

**WHEREAS**, the Board has approved a five-for-one forward stock split of all of the Company's outstanding shares of capital stock (the "Forward Stock Split"); and

**WHEREAS**, in connection with the Forward Stock Split, the Board desires to amend the Plan to (i) to increase the maximum number of shares that may be issued pursuant to options that may be granted thereunder from 643,467 to 3,217,335 shares (as adjusted for any stock dividend, stock split, combination, reorganization, recapitalization, reclassification, or other similar event after the Forward Stock Split); and (iii) to increase the maximum number shares that may be issued pursuant to options that may be granted that may be issued to a Participant (as defined therein) in a calendar year; and

**NOW, THEREFORE**, effective upon the consummation of the Forward Stock Split, the Plan is hereby amended as follows:

1. The first sentence of Section 3.1 of the Plan is hereby deleted in its entirety and replaced with the following:

"The total number of shares that may be issued pursuant to Stock Incentives under this Plan shall not exceed Three Million Two Hundred Seventeen Thousand Three Hundred Thirty-Five (3,217,335), as adjusted pursuant to Section 10."

2. Section 3.4 of the Plan is hereby deleted in its entirety and replaced with the following:

***3.4 Code §162(m) Participant Limitation.*** Notwithstanding anything herein to the contrary, no Participant may be granted Stock Incentives covering an aggregate number of Shares in excess of Three Million (3,000,000) in any calendar year, and any Shares subject to a Stock Incentive which again become available for use under this Plan after the cancellation, expiration or exchange of such Stock Incentive thereafter shall continue to be counted in applying this calendar year Participant limitation."

3. Except to the extent amended hereby, the terms and provisions of the Plan shall remain in full force or effect.

4. This Amendment was duly adopted by a resolution unanimously approved by the Board.

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**AMENDMENT NO. 4 TO SOLIDFIRE, INC.  
2010 STOCK INCENTIVE PLAN**

**THIS AMENDMENT NO. 4** (this "Amendment") is made effective as of October 16, 2012, to the SolidFire, Inc. (the "Company") 2010 Stock Incentive Plan, as amended by Amendments No. 1, No. 2 and No. 3 to the SolidFire, Inc. 2010 Stock Incentive Plan (the "Plan"). All capitalized terms not specifically defined in this Amendment shall have the meanings provided to them in the Plan.

**WHEREAS**, the purpose of the Plan is to enable the Company to compete successfully in attracting, motivating and retaining officers, directors, employees and consultants with outstanding abilities by making it possible for them to purchase shares of the capital stock of the Company on terms that will give them a direct and continuing interest in the future success of the businesses of the Company and encourage them to remain in the service of the Company;

**WHEREAS**, pursuant to Section 12 of the Plan, the Board of Directors (the "Board") on behalf of the Company has the right to amend the Plan;

**WHEREAS**, the Board desires to amend the Plan to increase the maximum number of shares that may be issued pursuant to options that may be granted thereunder from 3,217,335 shares to 3,635,425 shares (as adjusted for any stock dividend, stock split, combination, reorganization, recapitalization, reclassification, or other similar event after the date hereof); and

**NOW, THEREFORE**, the Plan is hereby amended as follows:

1. The first sentence of Section 3.1 of the Plan is hereby deleted in its entirety and replaced with the following:

"The total number of shares that may be issued pursuant to Stock Incentives under this Plan shall not exceed three million six hundred thirty five thousand four hundred twenty five (3,635,425) as adjusted pursuant to Section 10."

2. Except to the extent amended hereby, the terms and provisions of the Plan shall remain in full force or effect.

3. This Amendment was duly adopted by a resolution unanimously approved by the Board.

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**AMENDMENT NO. 5 TO SOLIDFIRE, INC.  
2010 STOCK INCENTIVE PLAN**

**THIS AMENDMENT NO. 5** (this "Amendment") is made effective as of December 12, 2012, to the SolidFire, Inc. (the "Company") 2010 Stock Incentive Plan, as amended by Amendments No. 1, No. 2, No. 3 and No. 4 to the SolidFire, Inc. 2010 Stock Incentive Plan (the "Plan"). All capitalized terms not specifically defined in this Amendment shall have the meanings provided to them in the Plan.

**WHEREAS**, the purpose of the Plan is to enable the Company to compete successfully in attracting, motivating and retaining officers, directors, employees and consultants with outstanding abilities by making it possible for them to purchase shares of the capital stock of the Company on terms that will give them a direct and continuing interest in the future success of the businesses of the Company and encourage them to remain in the service of the Company;

**WHEREAS**, pursuant to Section 12 of the Plan, the Board of Directors (the "Board") on behalf of the Company has the right to amend the Plan;

**WHEREAS**, the Board desires to amend the Plan to increase the maximum number of shares that may be issued pursuant to options that may be granted thereunder from 3,635,425 shares to 4,594,488 shares (as adjusted for any stock dividend, stock split, combination, reorganization, recapitalization, reclassification, or other similar event after the date hereof); and

**NOW, THEREFORE**, the Plan is hereby amended as follows:

1. The first sentence of Section 3.1 of the Plan is hereby deleted in its entirety and replaced with the following:

"The total number of shares that may be issued pursuant to Stock Incentives under this Plan shall not exceed four million five hundred ninety-four thousand four hundred eighty-eight (4,594,488) as adjusted pursuant to Section 10."

2. Except to the extent amended hereby, the terms and provisions of the Plan shall remain in full force or effect.

3. This Amendment was duly adopted by a resolution unanimously approved by the Board.

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**AMENDMENT NO. 6 TO SOLIDFIRE, INC.  
2010 STOCK INCENTIVE PLAN**

**THIS AMENDMENT NO. 6** (this "Amendment") is made effective as of July 2, 2013, to the SolidFire, Inc. (the "Company") 2010 Stock Incentive Plan, as amended by Amendments No. 1, No. 2, No. 3, No. 4 and No. 5 to the SolidFire, Inc. 2010 Stock Incentive Plan (the "Plan"). All capitalized terms not specifically defined in this Amendment shall have the meanings provided to them in the Plan.

**WHEREAS**, the purpose of the Plan is to enable the Company to compete successfully in attracting, motivating and retaining officers, directors, employees and consultants with outstanding abilities by making it possible for them to purchase shares of the capital stock of the Company on terms that will give them a direct and continuing interest in the future success of the businesses of the Company and encourage them to remain in the service of the Company;

**WHEREAS**, pursuant to Section 12 of the Plan, the Board of Directors (the "Board") on behalf of the Company has the right to amend the Plan;

**WHEREAS**, the Board desires to amend the Plan to increase the maximum number of shares that may be issued pursuant to options that may be granted thereunder from 4,594,488 shares to 5,584,625 shares (as adjusted for any stock dividend, stock split, combination, reorganization, recapitalization, reclassification, or other similar event after the date hereof); and

**NOW, THEREFORE**, the Plan is hereby amended as follows:

1. The first sentence of Section 3.1 of the Plan is hereby deleted in its entirety and replaced with the following:

"The total number of shares that may be issued pursuant to Stock Incentives under this Plan shall not exceed five million five hundred eighty-four thousand six hundred twenty-five (5,584,625) as adjusted pursuant to Section 10."

2. Except to the extent amended hereby, the terms and provisions of the Plan shall remain in full force or effect.

3. This Amendment was duly adopted by a resolution unanimously approved by the Board.

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**AMENDMENT NO. 7 TO SOLIDFIRE, INC.  
2010 STOCK INCENTIVE PLAN**

**THIS AMENDMENT NO. 7** (this "Amendment") is made effective as of October 6, 2014, to the SolidFire, Inc. (the "Company") 2010 Stock Incentive Plan, as amended by Amendments No. 1, No. 2, No. 3, No. 4, No. 5 and No. 6 to the SolidFire, Inc. 2010 Stock Incentive Plan (the "Plan"). All capitalized terms not specifically defined in this Amendment shall have the meanings provided to them in the Plan.

**WHEREAS**, the purpose of the Plan is to enable the Company to compete successfully in attracting, motivating and retaining officers, directors, employees and consultants with outstanding abilities by making it possible for them to purchase shares of the capital stock of the Company on terms that will give them a direct and continuing interest in the future success of the businesses of the Company and encourage them to remain in the service of the Company;

**WHEREAS**, pursuant to Section 12 of the Plan, the Board of Directors (the "Board") on behalf of the Company has the right to amend the Plan;

**WHEREAS**, the Board desires to amend the Plan to increase the maximum number of shares that may be issued pursuant to options that may be granted thereunder from 5,584,625 shares (before giving effect to the currently contemplated 2-for-1 forward split of all shares of the Company's outstanding capital stock (the "*Forward Stock Split*") to 12,349,958 shares (after giving effect to the Forward Stock Split) (as adjusted for any stock dividend, stock split, combination, reorganization, recapitalization, reclassification, or other similar event after the date hereof); and

**NOW, THEREFORE**, the Plan is hereby amended as follows:

1. The first sentence of Section 3.1 of the Plan is hereby deleted in its entirety and replaced with the following:

"The total number of shares that may be issued pursuant to Stock Incentives under this Plan shall not exceed twelve million three hundred forty-nine thousand nine hundred fifty-eight (12,349,958) as adjusted pursuant to Section 10."

2. Except to the extent amended hereby, the terms and provisions of the Plan shall remain in full force or effect.

3. This Amendment was duly adopted by a resolution unanimously approved by the Board.

**SOLIDFIRE, INC.**  
**2010 STOCK INCENTIVE PLAN**  
**STOCK OPTION AGREEMENT**

SolidFire, Inc., a Delaware corporation (the "**Company**"), hereby grants as of the date (the "**Grant Date**") noted below to the optionee named below ("**Optionee**") an option (this "**Option**") to purchase the total number of shares shown below of Common Stock of the Company ("**Shares**") at the exercise price per share set forth below (the "**Exercise Price**"), subject to all of the terms and conditions on the reverse side of this Stock Option Agreement and the SolidFire, Inc. 2010 Stock Incentive Plan (the "**Plan**"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Plan. The terms and conditions set forth on the reverse side hereof and the terms and conditions of the Plan are incorporated herein by reference.

Shares Subject to Option:  Exercise Price Per Share:*  Vesting Start Date:  Option Expiration Date:*	<b>Forfeiture:</b> Rights and benefits under this Option are subject to forfeiture. See Section 3(e) on the reverse side hereof.  <i>IN WITNESS WHEREOF</i> , this Stock Option Agreement has been executed by the Company by a duly authorized officer as of the date specified hereon.	Optionee hereby acknowledges receipt of a copy of the Plan, represents that Optionee has read and understands the terms and provisions of the Plan, and accepts this Option subject to all the terms and conditions of the Plan and this Stock Option Agreement. Optionee acknowledges that there may be adverse tax consequences upon exercise of this Option or disposition of Shares purchased by exercise of this Option, and that Optionee should consult a tax adviser prior to such exercise or disposition.
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Grant Date:

**SOLIDFIRE, INC.**

**Vesting:**

Shares subject to issuance under this Option shall be eligible for exercise according to the vesting schedule described in Section 9 on the reverse of this Stock Option Agreement.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Optionee,

Type of Stock Option Intended:

Incentive Stock Option (ISO)

Non-Qualified Stock Option (NQSO)

\* If this Option is intended to be an ISO, then the Exercise Price Per Share must be at least equal to the Fair Market Value per share (or 110% of such Fair Market Value if the Optionee owns 10% or more of the Company) and the Option Expiration Date may not exceed 10 years (5 years in the case of an Optionee who owns more than 10% of the Company) from the Grant Date of this Option.



**1 Exercise Period of Option.** Subject to the terms and conditions of this Stock Option Agreement and the Plan, and unless otherwise modified in writing signed by the Company and Optionee, this Option may be exercised with respect to all of the Shares subject to this Option, but only according to the vesting schedule described in Section 9 below, prior to the Option Expiration Date.

**2 Restrictions on Exercise.** This Option may not be exercised, unless such exercise is in compliance with the Securities Act of 1933 and all applicable state securities laws, as they are in effect on the date of exercise, and the requirements of any stock exchange or national market system on which the Company's Shares may be listed at the time of exercise. Optionee understands that the Company is under no obligation to register, qualify or list the Shares subject to this Option with the Securities and Exchange Commission ("SEC"), any state securities commission or any stock exchange to effect such compliance. [Also, this Option may not be exercised within the first six (6) months of the Grant Date noted hereon (except in situations otherwise allowed by this Option and Section 7(e)(8)(B) of the FLSA) if the Optionee is currently, at the time of exercise, or has been at any time within the two (2) year period immediately preceding exercise, a non-exempt (as defined in the Fair Labor Standards Act) employee of the Company.

**3 Termination of Option.** Except as provided below in this Section, this Option shall be immediately forfeited, along with any and all rights or subsequent rights related hereto, and may not be exercised after the date which is ninety (90) days after the Optionee's "Termination Date" (the date on which Optionee ceases to be in the Continuous Service (as defined in the Plan) of the Company, or any Parent or Subsidiary), or, if earlier, the Option Expiration Date. Prior thereto, this Option shall continue to be exercisable, but only to the extent that it is vested on the Termination Date. The Board shall have complete and absolute discretion to determine an Optionee's Termination Date.

**(a) Termination for Cause.** If Optionee ceases to perform services for the Company, or any Parent or Subsidiary, for Cause, this Option shall immediately be forfeited, along with any and all rights or subsequent rights related hereto, as of the Optionee's Termination Date, or, if earlier, the Option Expiration Date. For this purpose, "Cause" shall be defined as set forth in a written employment agreement between the Optionee and the Company in existence as of the Grant Date, or, if no such written agreement exists or if "Cause" is not defined in such written employment agreement, "Cause" shall be defined as set forth in the Plan, or, if not defined in the Plan, "Cause" shall mean actions or omissions harmful to the Company as determined by the Board in its complete and absolute discretion.

**(b) Death.** If Optionee ceases to perform services for the Company, or any Parent or Subsidiary, as a result of the death of Optionee, this Option shall immediately be forfeited, along

**BENEFITS AS SET FORTH ABOVE. FURTHER, OPTIONEE ACKNOWLEDGES AND AGREES THAT OPTIONEE'S PARTICIPATION IN THE PLAN AND THIS STOCK OPTION AGREEMENT ARE VOLUNTARY, AND THAT OPTIONEE KNOWINGLY AND VOLUNTARILY AGREES THAT OPTIONEE'S RIGHTS AND BENEFITS UNDER THIS STOCK OPTION AGREEMENT ARE EXPRESSLY SUBJECT TO FORFEITURE AS SET FORTH ABOVE.**

#### 4 Manner of Exercise.

**(a) Exercise Agreement.** This Option shall be exercisable by delivery to the Company of an executed exercise agreement ("**Exercise Agreement**") in such form as may be approved or accepted by the Company, which shall set forth Optionee's election to exercise this Option with respect to some or all of the Shares subject to this Option, the number of Shares subject to this Option being purchased, and any restrictions imposed on the Shares subject to this Option (including, without limitation, vesting or performance-based restrictions, rights of the Company to re-purchase Shares acquired pursuant to the exercise of an Option, voting restrictions, investment intent restrictions, restrictions on transfer, "first refusal" rights of the Company to purchase Shares acquired pursuant to the exercise of an Option prior to their sale to any other person, "drag along" rights requiring the sale of shares to a third party purchaser in certain circumstances, "lock up" type restrictions in the case of an initial public offering of the Company's stock, restrictions or limitations that would be applied to shareholders under any applicable restriction agreement among the shareholders, and restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and/or under any blue sky or state securities laws applicable to such Shares). The Board shall also require, as a condition for the acquisition of any Shares by an Optionee pursuant to the exercise of an Option, that the Optionee execute an agreement by which the Optionee agrees to be bound by, and subject to, any agreement(s) among the Company's shareholders then in effect. The Company may modify the required Exercise Agreement at any time for any reason consistent with the Plan. If the Optionee receives a hardship distribution from a Code §401(k) plan of the Company, or any Parent or Subsidiary, this Option may not be exercised during the six (6) month period following the hardship withdrawal (unless the Company determines that such exercise would not jeopardize the tax-qualification of such Code §401(k) plan).

**(b) Exercise Price.** Such Exercise Agreement shall be accompanied by full payment of the Exercise Price for the Shares being purchased. Payment for the Shares being purchased may be made in U.S. dollars in cash (by check), or by delivery to the Company of a number of Shares having an aggregate fair market value equal to the amount to be tendered (including a "cashless" or "net share" exercise), or a combination thereof. In addition, this Option may be exercised through a brokerage transaction following registration of the Shares under Section 12 of the Securities Exchange Act

OPTION. OPTIONEE ALSO ACKNOWLEDGES THAT EXERCISE OF AN ISO OPTION MUST GENERALLY OCCUR WITHIN NINETY (90) DAYS OF TERMINATION OF EMPLOYMENT, REGARDLESS OF ANY LONGER PERIOD ALLOWED BY THIS STOCK OPTION AGREEMENT, AND THAT THE COMPANY CANNOT AND HAS NOT GUARANTEED THAT THE IRS WILL AGREE THAT THE PER SHARE EXERCISE PRICE OF THIS OPTION EQUALS OR EXCEEDS THE FAIR MARKET VALUE OF A SHARE ON THE GRANT DATE.

**7 Interpretation & Governing Law.** Any dispute regarding the interpretation of this Stock Option Agreement shall be submitted to the Board or the Committee, which shall review such dispute in accordance with the Plan. The resolution of such a dispute by the Board or Committee shall be final and binding on the Company and Optionee. The laws of the state where the Company shall then be incorporated shall govern this Stock Option Agreement. If such state's conflict of law rules would apply another state's laws, the parties agree that the laws where the Company shall then be incorporated shall still govern.

**8 Entire Agreement and Other Matters.** The Plan and the Exercise Agreement are incorporated herein by this reference. Optionee acknowledges and agrees that the granting of this Option constitutes a full accord, satisfaction and release of all obligations or commitments made to Optionee by the Company or any of its officers, directors, shareholders or affiliates as of the Grant Date with respect to the issuance of any securities, or rights to acquire securities, of the Company or any of its affiliates. This Stock Option Agreement, the Plan and the Exercise Agreement constitute the entire agreement of the parties hereto, and supersede all prior understandings and agreements with respect to the subject matter hereof. This Stock Option Agreement and the underlying Option are forfeited and become void *ab initio* unless this Agreement has been executed by the Optionee and the Optionee has agreed to all terms and provisions hereof within thirty (30) days of the Grant Date.

**9 Vesting and Exercise of Shares.** Subject to the terms of the Plan, this Stock Option Agreement and the Exercise Agreement, the Optionee shall be entitled to purchase, pursuant to the exercise of this Option, the percentage of the Shares subject to this Option shown below based upon the Continuous Service of the Optionee from the Vesting Start Date of this Option (as noted hereon) at the time of exercise:

<b>Vesting Schedule:</b>	
<u>Percentage Vested:</u>	<u>Continuous Service:</u>
0%	Less than 12 months
(25+((X-12)*(75/36))) % where X is the number of whole months of Continuous Service from Vesting Start Date	At least 12 months, but not 48 months
100%	48 or more months

If the above calculation of Shares available for purchase through exercise of this Option would

with any and all rights or subsequent rights related hereto, as of the one year anniversary of the Optionee's Termination Date, or, if earlier, the Option Expiration Date. Prior thereto, this Option shall continue to be exercisable, but only to the extent that it is vested on the Termination Date.

(c) *Disability.* If Optionee ceases to perform services for the Company, or any Parent or Subsidiary, as a result of the disability (within the meaning of Code §22(e)(3)) of Optionee (as determined by the Board in its complete and absolute discretion), this Option shall immediately be forfeited, along with any and all rights or subsequent rights related hereto, as of the one year anniversary of the Optionee's Termination Date, or, if earlier, the Option Expiration Date. Prior thereto, this Option shall continue to be exercisable, but only to the extent that it is vested on the Termination Date.

(d) *No Right to Employment or Other Relationship.* Nothing in the Plan or this Stock Option Agreement shall confer on Optionee any right to continue in the employ of, or other relationship with, the Company, or any Parent or Subsidiary, or limit in any way the right of the Company, or any Parent or Subsidiary, to terminate Optionee's employment or other relationship at any time, with or without cause

(e) *Condition to Exercise & Possible Forfeiture.* Notwithstanding the foregoing, the Optionee's ability to exercise this Option on or after the Optionee's Termination Date shall be contingent upon the Optionee's execution, compliance and non-revocation of a Separation and Release Agreement approved by the Company whereby the Optionee releases the Company from any and all liability and claims of any kind. Furthermore, Optionee does hereby agree that this Option shall immediately be forfeited, along with any and all rights or subsequent rights related hereto, if Optionee engages in any of the Forfeiture Activities (as defined in the Plan), and that if, subsequent to the exercise of this Option, Optionee engages in any of the Forfeiture Activities, then the Company shall have the right (but not the obligation) at any time after the Optionee engages in any of the Forfeiture Activities to rescind the exercise, payment and delivery of the Shares as follows: (A) The Company may repurchase any Shares purchased pursuant to the exercise of this Option which the Optionee may then possess at a per Share price equal to the Exercise Price (as noted on the reverse side of this Agreement), and (B) The Company shall be entitled to request that Optionee forfeit and return to the Company any profits (amounts received in excess of the exercise price paid by the Optionee for the Shares) which Optionee received at the time of Optionee's disposition of any Shares purchased pursuant to the exercise of this Option, and upon such request, Optionee shall forfeit and return to the Company any such profits within ten (10) calendar days of notice from the Company. **OPTIONEE ACKNOWLEDGES AND AGREES THAT IF OPTIONEE ENGAGES IN ANY OF THE FORFEITURE ACTIVITIES, OPTIONEE SHALL FORFEIT RIGHTS AND**

of 1934 as permitted under the provisions of Regulation T promulgated by the Federal Reserve Board applicable to cashless exercises. Furthermore, if the Company so decides in its complete and absolute discretion, this Option may be exercised as to a portion or all (as determined by the Company) of the number of Shares specified by delivery to the Company of a promissory note, as further set forth in the Plan.

(c) *Withholding Taxes.* Prior to the issuance of Shares upon exercise of this Option, Optionee must pay, or make adequate provision for, any applicable federal or state withholding obligations of the Company. Optionee may, to the extent allowed by the Company, provide for payment of withholding taxes upon exercise of the Option by requesting that the Company retain Shares with a Fair Market Value equal to the minimum amount of taxes required to be withheld. In such case, the Company shall issue the net number of Shares to Optionee by deducting the Shares retained from the Shares exercised.

(d) *Issuance of Shares.* Provided that such Exercise Agreement and payment are in form and substance satisfactory to counsel for the Company, the Company shall cause the Shares purchased to be issued in the name of Optionee or Optionee's legal representative. Optionee shall not be considered a Shareholder until such time as Shares have been issued as noted on the shareholder register of the Company. In no event shall issuance of the Shares purchased occur later than the later of (1) the last day of the calendar year during which the exercise of the Option occurs, or (2) the fifteenth (15<sup>th</sup>) day of the third month following the date on which the exercise of the Option occurs.

**5 Nontransferability of Option.** This Option may not be transferred in any manner, other than by will or by the laws of descent and distribution. In addition, except as expressly permitted under the Plan for NQSOs, during Optionee's lifetime, this Option may be exercised only by Optionee. The terms of this Option shall be binding upon the executor, administrators, successors and assigns of Optionee. However, if this Option is a NQSO, it may be transferred to the extent allowed by the Plan.

**6 Tax Consequences.** OPTIONEE UNDERSTANDS THAT THE GRANT AND EXERCISE OF THIS OPTION, AND THE SALE OF SHARES OBTAINED THROUGH THE EXERCISE OF THIS OPTION, MAY HAVE TAX IMPLICATIONS THAT COULD RESULT IN ADVERSE TAX CONSEQUENCES TO OPTIONEE. OPTIONEE REPRESENTS THAT OPTIONEE HAS CONSULTED WITH, OR WILL CONSULT WITH, HIS OR HER TAX ADVISOR; OPTIONEE FURTHER ACKNOWLEDGES THAT OPTIONEE IS NOT RELYING ON THE COMPANY FOR ANY TAX, FINANCIAL OR LEGAL ADVICE; AND IT IS SPECIFICALLY UNDERSTOOD BY THE OPTIONEE THAT NO REPRESENTATIONS OR ASSURANCES ARE MADE AS TO THE QUALIFICATION OF THIS OPTION AS AN ISO OR AS TO ANY PARTICULAR TAX TREATMENT WITH RESPECT TO THE

result in a fraction, any fraction will be rounded to zero.

**10 Notice of Disqualifying Disposition of ISO Shares.** If this Option is an ISO, and if Optionee sells or otherwise disposes of any of the Shares acquired pursuant to this ISO on or before the later of (a) the date two (2) years after the Grant Date, or (b) the date one (1) year after exercise of the ISO, with respect to the Shares to be sold or disposed, Optionee shall and hereby agrees to immediately notify the Company in writing of such sale or disposition. Optionee acknowledges and agrees that Optionee may be subject to income tax withholding by the Company on the compensation income recognized by Optionee from any such early disposition by payment in cash or out of the current wages or earnings payable to Optionee, and Optionee agrees to remit same to Company upon request. Optionee also hereby agrees that Optionee shall include the compensation from such early disposition in the Optionee's gross income for federal tax purposes.

**11 Consent to Jurisdiction & Venue.** Optionee agrees that any claim arising out of or relating to this Stock Option Agreement shall be brought in a state or federal court of competent jurisdiction in Colorado. Optionee agrees to the personal jurisdiction of the state and/or federal courts located in Colorado. Optionee waives (a) any objection to jurisdiction or venue, or (b) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

**12 Severability & Independent Enforcement.** The provisions of this Stock Option Agreement are severable. If any provision is determined to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions shall remain in full force and effect. Section 3(e) above shall be construed as an agreement independent of any other agreement or provisions of this Stock Option Agreement or the Plan, and the existence of any claim or cause of action by Optionee against the Company, whether predicated on the Plan, this Stock Option Agreement, or otherwise, regardless of who was at fault and regardless of any claims that either Optionee or the Company may have against the other, shall not constitute a defense to the enforcement by the Company of Section 3(e). The Company shall not be barred from enforcing Section 3(e) by reason of any breach of any other part of this Stock Option Agreement or any other agreement with Optionee.

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**UK Qualifying Sub-Plan of the SolidFire, Inc. 2010 Stock Incentive Plan**

**Approved by the Board on: December 16, 2014**

**Registered with HM Revenue & Customs on: July 2, 2014**

This sub-plan together with the SolidFire, Inc. 2010 Stock Incentive Plan as amended and restated (the “**Plan**”) shall constitute the rules of the Qualifying UK Sub-Plan (the “**Sub-Plan**”).

The Sub-Plan is intended to be a Schedule 4 CSOP Scheme and its purpose is to provide Eligible Employees with benefits in the form of Qualifying Options in accordance with Schedule 4. Options granted pursuant to the terms of the Sub-Plan are intended to be qualifying options in accordance with Schedule 4.

All definitions and sections in the Plan apply to the Sub-Plan unless modified by it. In the event that there is a conflict between the terms of this Sub-Plan and the Plan, the terms of this Sub-Plan shall prevail in respect of Qualifying Options.

**SECTION 1. ADDITIONAL DEFINITIONS.**

The following definitions apply for the purposes of this Sub-Plan namely:

“**Constituent Company**” means the Company or any Subsidiary or any company which is not under the control of any single person, but is under the control of two persons (within the meaning of Section 719 of ITEPA), one of them being the Company and to which the Board has resolved that this Sub-Plan shall for the time being extend;

“**Control**” has the same meaning as in section 719 ITEPA;

“**Eligible Employee**” shall have the meaning set out in section 4 of this Sub-Plan;

“**Group**” means the Company and its Subsidiaries and the phrase “Group Company” shall be construed accordingly;

“**ITA**” means the Income Tax Act 2007;

“**ITEPA**” means the Income Tax (Earning and Pensions) Act 2003;

“**Market Value**” means in relation to an Option granted in accordance with this Sub-Plan, on any day an amount equal to its Fair Market Value of a share and determined in accordance with the applicable provisions of Part VIII of the Taxation of Chargeable Gains Act 1992 and in respect of the grant of an Option under this Sub-Plan agreed with HM Revenue & Customs Shares and Assets Valuation on or before that day or, if relevant, as determined using a method of valuation set out in an agreement between the Company and HM Revenue & Customs Shares and Assets Valuation that applies and remains valid on the relevant date and where a Share is subject to a restriction, Market Value is to be determined as if the Share were not subject to that restriction;

“**Option Shares**” means, in relation to a Qualifying Option, the Shares which are subject to it;

“**Optionee**” means the grantee of a Qualifying Option;

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“**Qualifying Option**” means an NQSO option to acquire shares of Common Stock granted under the terms of this Sub-Plan which meets the requirements of Schedule 4.

“**Schedule 4**” means Schedule 4 to ITEPA;

“**Schedule 4 CSOP Scheme**” shall have the meaning given to it by section 521(4) ITEPA;

“**Sub-Plan**” means this UK qualifying sub-plan of the SolidFire, Inc. 2010 Stock Incentive Plan;

“**Subsidiary**” means a body corporate which is a subsidiary of the Company (within the meaning of section 1159 of the Companies Act 2006) and of which the Company has control (within the meaning of section 719 of ITEPA);

“**Tax Charge**” means all forms of taxation, including employee’s and employer’s national insurance contributions and income tax whenever created or arising and whether of the United Kingdom or any other jurisdiction together with any other amount whatsoever, without limitation, payable by the Company and/or any Group Company or in respect of the Company and/or any Group Company has a duty to account as a result of any laws of any jurisdiction relating to taxation;

“**Variation**” means in relation to the equity share capital of the Company, a capitalisation issue, an offer or invitation made by way of rights, a sub-division, consolidation, reduction or any other variation in respect of which the Board will allow an adjustment of Options;

“**Withholding Liability**” means the liability of the Company and/or any Group Company to account for any Tax Charge in connection with the exercise of a Qualifying Option.

## **SECTION 2.      GRANT OF QUALIFYING OPTIONS**

- (a) No Stock Incentive other than Qualifying Options may be granted under the Sub-Plan.
- (b) When a Qualifying Option is granted pursuant to the Sub-Plan the Stock Incentive Agreement evidencing the grant shall specify the following information:
  - (i) the number and class of Share over which the Option is granted;
  - (ii) the Exercise Price
  - (iii) the Date of Grant
  - (iv) whether or not the Shares over which the Option is granted may be subject to any restrictions following exercise of the Option and, if so, details of such restrictions;
  - (v) the period during which the Option may be exercised;
  - (vi) the identity of the grantor of the Option;
  - (vii) the full terms of any objective conditions, including any Performance Goals, affecting the terms or extent of the Participant’s entitlement; and
  - (viii) that the Option is granted under the provisions of Schedule 4.

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**SECTION 3. ADMINISTRATION**

The authority of the Board in section 5.2 and sections 7.2(a) and 7.2(j) of the Plan to amend the terms, conditions or provisions of any outstanding Stock Incentives shall not apply to Qualifying Options granted under this Sub-Plan.

**SECTION 4. ELIGIBLE EMPLOYEES**

- (a) Subject to section 4(b), a person is eligible to be granted a Qualifying Option under the terms of the Sub-Plan if (and only if) he is a full-time director or qualifying employee of a Constituent Company and otherwise meets the eligibility requirements under Section 4 of the Plan.
- (b) For the purposes of section 4(a):
  - (i) a person shall be treated as a full-time director of a Constituent Company if he is obliged to devote to the performance of the duties of his office or employment not less than 25 hours a week (excluding meal breaks); and
  - (ii) a qualifying employee is an employee of the Constituent Company (other than one who is a director of a Constituent Company).
- (c) A person is not eligible to be granted a Qualifying Option at any time when he is not eligible to participate in this Sub-Plan by virtue of paragraph 9 of Schedule 4 (material interest in a close company).

**SECTION 5. SHARES SUBJECT TO THE SUB-PLAN**

Option Shares must satisfy the conditions specified in paragraphs 16-20 of Schedule 4 when the Qualifying Option is granted and when it is exercised.

**SECTION 6. EXERCISE PRICE**

- (a) The exercise price of a Qualifying Option shall not be less than the Market Value of a Share on the date on which the Qualifying Option is granted and shall be stated in the Stock Incentive Agreement of the Qualifying Option, such Stock Incentive Agreement to be issued to the Optionee as soon as practicable after the date of grant.
- (b) The second part of the first sentence of Section 7.2(f) of the Plan (that the Board, at any time before complete termination of such Option, may accelerate the time or times at which such Option may vest or be exercised, in whole or in part) shall apply to this Sub-Plan only if the terms of the option provides for such acceleration and the Committee exercises the discretion fairly and reasonably whilst the Sub-Plan is a Schedule 4 CSOP Scheme.

**SECTION 7. LIMITS**

- (a) No person shall be granted Qualifying Options under this Sub-Plan which would, at the time they are granted, cause the aggregate Market Value of the shares which he may acquire in pursuance of Qualifying Options under this Sub-Plan or under any other share option plan, not being a savings-related option plan, qualifying under Schedule 4 and established by the Company or by any associated company of the Company (and not exercised) to exceed or further exceed £30,000 (or such other limit as may from time to time be imposed by Schedule 4).

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- (b) For the purposes of this Section 7, the market value of the shares in relation to which an Option was granted shall be calculated:
- (i) in the case of a Qualifying Option granted under this Sub-Plan, as on the date of grant; and
  - (ii) in the case of an option granted under any other approved plan, not being a savings-related option plan, qualifying under Schedule 4 and established by the Company or by any associated company of the Company, as at the time when it was granted or, in a case where an agreement relating to the shares has been made under paragraph 22 of Schedule 4, such earlier time or times as may be provided in the agreement.
- (c) If a Qualifying Option is granted pursuant to the Sub-Plan in excess of the limit in Section 7(a) above, it shall be limited and take effect such that it is within the limit.
- (d) For the purposes of this Section 7 “associated company” shall have the same meaning as in Schedule 4.

**SECTION 8. TRANSFERABILITY OF OPTIONS**

- (a) Section 7.2(g) of the Plan shall not apply to the Qualifying Options and instead this Section 8 shall apply.
- (b) A Qualifying Option shall not, subject to Section 11 below, be capable of transfer and a Qualifying Option shall immediately lapse and cease to be exercisable if:
- (i) the Optionee transfers, or assigns (other than to the Optionee’s legal personal representatives following the Optionee’s death), mortgages, charges or otherwise disposes of the Qualifying Option, deals with it, or purports or attempts to do any one or more such thing; or
  - (ii) the Optionee is adjudicated bankrupt or a bankruptcy order is made against the Optionee, or the Optionee makes a composition with his creditors or does any other similar thing in any part of the world.

**SECTION 9. VESTING GENERALLY**

A Qualifying Option may be granted subject to performance goals (as determined by the Board) provided that the performance criteria selected for the purposes of establishing the performance goals for a given performance period are objective and are specified not later than the date of grant of the Qualifying Option.

**SECTION 10. EXERCISE**

- (a) If the Option Shares do not satisfy the requirements of paragraphs 16 to 20 of Schedule 4 when the Qualifying Option is exercised:
- (i) a Qualifying Option may be exercised notwithstanding that fact (but subject to the other provisions of this Sub-Plan); and

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- (ii) the Company shall notify HM Revenue & Customs in accordance with the provisions of Part 7 of Schedule 4.
  - (b) An Optionee is not eligible to exercise a Qualifying Option at any time when he is not eligible to participate in this Sub-Plan by virtue of paragraph 9 of Schedule 4 (material interest in a close company).
  - (c) As soon as is reasonably practicable and in any event within 30 days after a valid exercise of a Qualifying Option the Company will do all things necessary to issue and allot or, if appropriate, procure the transfer to the Optionee of the Shares in respect of which the Qualifying Option is then exercised.
  - (d) All Shares allotted under this Sub-Plan shall rank equally in all respects with the shares of the same class then in issue except for any rights attaching to such shares by reference to a record date prior to the date of allotment.
  - (e) Notwithstanding Section 7.2(e) of the Plan, payment of the Exercise Price shall only be in cash, by certified or bank cheque or other instrument acceptable to the Board.

**SECTION 11. DEATH OF OPTIONNEE**

A Qualifying Option may only be exercised by the Optionee's legal personal representatives for a period of twelve (12) months following death.

**SECTION 12. CAPITALISATION ADJUSTMENTS**

- (a) At a time when this Sub-Plan is a Schedule 4 CSOP Scheme, no adjustment under section 10 of the Plan shall be made unless:
  - (i) the total Market Value of the Option Shares under an Option is immediately after the Variation substantially the same as what it was immediately before the Variation; and
  - (ii) the total price at which those Option Shares may be acquired is substantially the same as what it was immediately before the Variation.
- (b) No adjustment to the Qualifying Option may be made which would result in the requirements of Schedule 4 not being met in relation to that Qualifying Option.
- (c) Any adjustment made to a Qualifying Option in accordance with this section 12 shall be notified to HM Revenue & Customs in accordance with paragraph 28B(6) of Schedule 4.

**SECTION 13. CORPORATE TRANSACTIONS**

- (a) Section 11 of the Plan shall not apply to the Qualifying Option and instead this section 13 shall apply.
- (b) In the case of and subject to the consummation of a Change of Control, the Sub-Plan and all outstanding Qualifying Options granted hereunder shall terminate unless provision is made in the sole discretion of the parties thereto for the substitution of such Qualifying Options in accordance with Sub-Section 13(c) below.

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- (c) If any company (“the Acquiring Company”):
- (i) obtains Control of the Company as a result of making either:
    - a general offer to acquire the whole of the issued ordinary share capital of the Company which is made on a condition such that if it is satisfied the person making the offer will have Control of the Company; or
    - a general offer to acquire all the shares in the Company which are of the same class as Option Shares, or
  - (ii) obtains Control of the Company in pursuance of a compromise or arrangement sanctioned by the Court under section 895 to 901 of the Companies Act 2006;
  - (iii) obtains Control of the Company as a result of a non-UK company reorganisation or arrangement which has become binding on the shareholders covered by it; or
  - (iv) becomes bound or entitled to acquire shares in the Company under sections 979 to 982 or 983 to 985 of the Companies Act 2006 as a result of a takeover offer as defined in section 974 of the Companies Act 2006;
- any Optionee may at any time within the appropriate period (which expression shall be construed in accordance with paragraph 26(3) of Schedule 4), by agreement with the acquiring company, release any Qualifying Option which has not lapsed (“the Old Option”) in consideration of the grant to him of an option (“the New Option”) which (for the purposes of paragraphs 26 and 27 of Schedule 4) is equivalent to the Old Option but relates to shares in a different company (whether the Acquiring Company itself or some other company falling within paragraph 16(b) or (c) of Schedule 4).
- (d) The New Option shall not be regarded as equivalent to the Old Option unless the conditions set out in paragraph 27(4) of Schedule 4 are satisfied, but so that the provisions of this Sub-Plan shall for this purpose be construed as if:
- (i) the New Option were a Qualifying Option granted under this Sub-Plan at the same time as the Old Option;
  - (ii) except for the purposes of the definitions of “Constituent Company” “Subsidiary” and “Group Company” in Section 1 of this Sub-Plan the expression “the Company” were defined as “a company whose shares may be acquired by the exercise of Qualifying Options granted under this Sub-Plan”.

#### **SECTION 14. AMENDMENT**

- (a) Notwithstanding Section 12 of the Plan, the terms and conditions of a Qualifying Option may not be modified after the date of grant save in accordance with section 14(b) below and all terms including when the Qualifying Option shall become exercisable must be stated at the date of grant in accordance with section 2 herein.
- (b) No amendment shall be made to a Qualifying Option which would result in the requirements of Schedule 4 not being met in relation to that option.



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- (c) Any amendment under Section 12 made to a key feature (as defined in paragraph 28B(8) of Schedule 4) shall be notified to HM Revenue & Customs in accordance with paragraph 28B(6) of Schedule 4.

**SECTION 15. MISCELLANEOUS**

- (a) Section 14.3 of the Plan shall not apply to the Sub-Plan.
- (b) No Qualifying Option shall be exercisable and no obligation shall arise upon the Company to procure the issue or transfer of Shares unless and until the Company is satisfied that either:
- (i) the Optionee has made payment, or has made arrangements satisfactory to the Company for the payment to it and/or any Group Company of such sum as is sufficient to settle any Withholding Liability in any jurisdiction which is or would be recoverable from such person in connection with the exercise of a Qualifying Option and in respect of which the Company and/or any Group Company is liable to account (in any jurisdiction); or
  - (ii) such person has entered into an agreement with it and/or any Group Company (in a form satisfactory to the Company) to ensure that such a payment is made by the Optionee.

**SECTION 16. TERMINATION OF THE SUB-PLAN**

The Sub-Plan will automatically terminate on the day of termination of the Plan in accordance with section 12 of the Plan.

**SOLIDFIRE, INC.**  
**2010 STOCK INCENTIVE PLAN**  
**STOCK OPTION AGREEMENT (INTERNATIONAL)**

SolidFire, Inc., a Delaware corporation (the "**Company**"), hereby grants as of the date (the "**Grant Date**") noted below to the optionee named below ("**Optionee**") an option (this "**Option**") to purchase the total number of shares shown below of Common Stock of the Company ("**Shares**") at the exercise price in United States dollars per share set forth below (the "**Exercise Price**"), subject to all of the terms and conditions on the reverse side of this Stock Option Agreement (International) and the SolidFire, Inc. 2010 Stock Incentive Plan (the "**Plan**"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Plan. The terms and conditions set forth on the reverse side hereof and the terms and conditions of the Plan are incorporated herein by reference.

Shares Subject to Option:   
Exercise Price Per Share:   
Vesting Start Date:   
Option Expiration Date:   
Grant Date:

**Forfeiture:**

Rights and benefits under this Option are subject to forfeiture. See Section 3(e) on the reverse side hereof.

*IN WITNESS WHEREOF*, this Stock Option Agreement (International) has been executed by the Company by a duly authorized officer as of the date specified hereon.

**SOLIDFIRE, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Type of Stock Option Intended:

Non-Qualified Stock Option (NQSO)

Optionee hereby acknowledges receipt of a copy of the Plan, represents that Optionee has read and understands the terms and provisions of the Plan, and accepts this Option subject to all the terms and conditions of the Plan and this Stock Option Agreement (International). Optionee acknowledges that there may be adverse tax consequences upon exercise of this Option or disposition of Shares purchased by exercise of this Option, and that Optionee should consult a tax adviser prior to such exercise or disposition.

\_\_\_\_\_  
[Name of Optionee]

\_\_\_\_\_  
Address/Country

**Vesting:**

Shares subject to issuance under this Option shall be eligible for exercise according to the vesting schedule described in Section 9 on the reverse of this Stock Option Agreement (International).

**1 Exercise Period of Option.** Subject to the terms and conditions of this Stock Option Agreement (International) and the Plan, and unless otherwise modified in writing signed by the Company and Optionee, this Option may be exercised with respect to all of the Shares subject to this Option, but only according to the vesting schedule described in Section 9 below, prior to the Option Expiration Date.

**2 Restrictions on Exercise.** This Option may not be exercised, unless such exercise is in compliance with the Securities Act of 1933 and all applicable state securities laws including, without limitation, the laws and regulations of your country of residence, as they are in effect on the date of exercise, and the requirements of any stock exchange or national market system on which the Company's Shares may be listed at the time of exercise. Optionee understands that the Company is under no obligation to register, qualify or list the Shares subject to this Option with the Securities and Exchange Commission ("SEC"), any state or foreign securities commission or any stock exchange to effect such compliance. Further, you agree that the Company shall have unilateral authority to amend the Plan and this Stock Option Agreement (International) to the extent necessary to comply with securities or other laws applicable to the issuance of the Shares.

**3 Termination of Option.** Except as provided below in this Section, this Option shall be immediately forfeited, along with any and all rights or subsequent rights related hereto, and may not be exercised after the date which is ninety (90) days after the Optionee's "Termination Date" (the date on which Optionee ceases to be in the Continuous Service (as defined in the Plan) of the Company, or any Parent or Subsidiary), or, if earlier, the Option Expiration Date. Prior thereto, this Option shall continue to be exercisable, but only to the extent that it is vested on the Termination Date. The Board shall have complete and absolute discretion to determine an Optionee's Termination Date.

**(a) Termination of Option for Cause.** If Optionee ceases to perform services for the Company, or any Parent or Subsidiary, for Cause, this Option shall immediately be forfeited, along with any and all rights or subsequent rights related hereto, as of the Optionee's Termination Date, or, if earlier, the Option Expiration Date. For this purpose, "Cause" shall be defined as set forth in a written employment agreement between the Optionee and the Company in existence as of the Grant Date, or, if no such written agreement exists or if "Cause" is not defined in such written employment agreement, "Cause" shall be defined as set forth in the Plan, or, if not defined in the Plan, "Cause" shall mean actions or omissions harmful to the Company as determined by the Board in its complete and absolute discretion.

**(b) Death.** If Optionee ceases to perform services for the Company, or any Parent or Subsidiary, as a result of the death of Optionee, this Option shall immediately be forfeited, along with any and all rights or subsequent rights

**(d) No Right to Employment or Other Relationship.** Nothing in the Plan or this Stock Option Agreement (International) shall confer on Optionee any right to continue in the employ of, or other relationship with, the Company, or any Parent or Subsidiary, or limit in any way the right of the Company, or any Parent or Subsidiary, to terminate Optionee's employment or other relationship at any time in accordance with applicable law.

**(e) Condition to Exercise & Possible Forfeiture.** Notwithstanding the foregoing, and subject to applicable law, the Optionee's ability to exercise this Option on or after the Optionee's Termination Date shall be contingent upon the Optionee's execution, compliance and non-revocation of a Separation and Release Agreement approved by the Company whereby the Optionee releases the Company (and any Subsidiary with whom Optionee has an employment or services agreement) from any and all liability and claims of any kind to the maximum extent permitted by applicable law. Furthermore, Optionee does hereby agree that this Option shall immediately be forfeited, along with any and all rights or subsequent rights related hereto, if Optionee engages in any of the Forfeiture Activities (as defined in the Plan), and that if, subsequent to the exercise of this Option, Optionee engages in any of the Forfeiture Activities, then the Company shall have the right (but not the obligation) at any time after the Optionee engages in any of the Forfeiture Activities to rescind the exercise, payment and delivery of the Shares as follows: (A) The Company may repurchase any Shares purchased pursuant to the exercise of this Option which the Optionee may then possess at a per Share price equal to the Exercise Price (as noted on the reverse side of this Agreement), and (B) The Company shall be entitled to request that Optionee forfeit and return to the Company any profits (amounts received in excess of the exercise price paid by the Optionee for the Shares) which Optionee received at the time of Optionee's disposition of any Shares purchased pursuant to the exercise of this Option, and upon such request, Optionee shall forfeit and return to the Company any such profits within ten (10) calendar days of notice from the Company. **OPTIONEE ACKNOWLEDGES AND AGREES THAT IF OPTIONEE ENGAGES IN ANY OF THE FORFEITURE ACTIVITIES, OPTIONEE SHALL FORFEIT RIGHTS AND BENEFITS AS SET FORTH ABOVE. FURTHER, OPTIONEE ACKNOWLEDGES AND AGREES THAT OPTIONEE'S PARTICIPATION IN THE PLAN AND THIS STOCK OPTION AGREEMENT (INTERNATIONAL) ARE VOLUNTARY, AND THAT OPTIONEE KNOWINGLY AND VOLUNTARILY AGREES THAT OPTIONEE'S RIGHTS AND BENEFITS UNDER THIS STOCK OPTION AGREEMENT (INTERNATIONAL) ARE EXPRESSLY SUBJECT TO FORFEITURE AS SET FORTH ABOVE.**

#### **4 Manner of Exercise.**

**(a) Exercise Agreement.** This Option shall be exercisable by delivery to the Company of an executed exercise agreement ("**Exercise Agreement**") in such form as may be approved or accepted by the Company, which shall set forth Optionee's election to exercise this Option

foreign securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and/or under any blue sky, state or foreign securities laws applicable to such Shares). The Board shall also require, as a condition for the acquisition of any Shares by an Optionee pursuant to the exercise of an Option, that the Optionee execute an agreement by which the Optionee agrees to be bound by, and subject to, any agreement(s) among the Company's shareholders then in effect. The Company may modify the required Exercise Agreement at any time for any reason consistent with the Plan.

**(b) Exercise Price.** Such Exercise Agreement shall be accompanied by full payment of the Exercise Price for the Shares being purchased. All amounts due are payable in United States dollars calculated by reference to the local currency to United States dollar exchange rate published in the Wall Street Journal on the date of exercise (or if the date of exercise is not a business day in the United States, the next available business day in the United States). Payment for the Shares being purchased may be made in U.S. dollars in cash (by check), or by delivery to the Company of a number of Shares having an aggregate fair market value equal to the amount to be tendered (including a "cashless" or "net share" exercise), or a combination thereof. In addition, this Option may be exercised through a brokerage transaction following registration of the Shares under Section 12 of the Securities Exchange Act of 1934 as permitted under the provisions of Regulation T promulgated by the Federal Reserve Board applicable to cashless exercises.

**(c) Withholding Taxes.** Prior to the issuance of Shares upon exercise of this Option, Optionee must pay, or make adequate provision for, any applicable federal, state or foreign withholding obligations of the Company or any Subsidiary. Subject to applicable law, Optionee may, to the extent allowed by the Company, provide for payment of withholding taxes upon exercise of the Option by requesting that the Company retain Shares with a Fair Market Value equal to the minimum amount of taxes required to be withheld. In such case, the Company shall issue the net number of Shares to Optionee by deducting the Shares retained from the Shares exercised. You acknowledge that regardless of any action taken by the Company or a Subsidiary, the ultimate responsibility for withholding taxes is and remains your responsibility and may exceed the amount actually withheld by the Company or a Subsidiary. Optionee further acknowledges that the Company and/or its Subsidiaries make no representations or undertakings regarding the treatment of any withholding taxes in connection with any aspect of the Option including, but not limited to, the grant, vesting or exercise of the Option, the subsequent sale of the Shares acquired pursuant to such exercise and the receipt of any dividends. Further, if Optionee is subject to withholding taxes in more than one jurisdiction between the date of grant and the date of any relevant taxable or tax withholding event, as applicable, Optionee acknowledges that the Company and/or any Subsidiary may be required to withhold or

related hereto, as of the one year anniversary of the Optionee's Termination Date, or, if earlier, the Option Expiration Date. Prior thereto, this Option shall continue to be exercisable, but only to the extent that it is vested on the Termination Date.

(c) *Disability.* If Optionee ceases to perform services for the Company, or any Parent or Subsidiary, as a result of the disability (within the meaning of Code §22(e)(3)) of Optionee (as determined by the Board in its complete and absolute discretion), this Option shall immediately be forfeited, along with any and all rights or subsequent rights related hereto, as of the one year anniversary of the Optionee's Termination Date, or, if earlier, the Option Expiration Date. Prior thereto, this Option shall continue to be exercisable, but only to the extent that it is vested on the Termination Date.

with respect to some or all of the Shares subject to this Option, the number of Shares subject to this Option being purchased, and any restrictions imposed on the Shares subject to this Option (including, without limitation, vesting or performance-based restrictions, rights of the Company to re-purchase Shares acquired pursuant to the exercise of an Option, voting restrictions, investment intent restrictions, restrictions on transfer, "first refusal" rights of the Company to purchase Shares acquired pursuant to the exercise of an Option prior to their sale to any other person, "drag along" rights requiring the sale of shares to a third party purchaser in certain circumstances, "lock up" type restrictions in the case of an initial public offering of the Company's stock, restrictions or limitations that would be applied to shareholders under any applicable restriction agreement among the shareholders, and restrictions under applicable federal or

account for withholding taxes in more than one jurisdiction.

(d) *Issuance of Shares.* Provided that such Exercise Agreement and payment are in form and substance satisfactory to counsel for the Company, the Company shall cause the Shares purchased to be issued in the name of Optionee or Optionee's legal representative. Optionee shall not be considered a Shareholder until such time as Shares have been issued as noted on the shareholder register of the Company. In no event shall issuance of the Shares purchased occur later than the later of (1) the last day of the calendar year during which the exercise of the Option occurs, or (2) the fifteenth (15<sup>th</sup>) day of the third month following the date on which the exercise of the Option occurs.

**5 Nontransferability of Option.** This Option may not be transferred in any manner, other than by will or by the laws of descent and distribution. In addition, except as expressly permitted under the Plan for NQSOs, during Optionee's lifetime, this Option may be exercised only by Optionee. The terms of this Option shall be binding upon the executor, administrators, successors and assigns of Optionee. However, if this Option is a NQSO, it may be transferred to the extent allowed by the Plan.

**6 Tax Consequences.** Optionee understands that the grant and exercise of this Option, and the sale of Shares obtained through the exercise of this Option, may have tax implications that could result in adverse tax consequences to Optionee. Optionee represents that Optionee has consulted with, or will consult with, his or her tax advisor; Optionee further acknowledges that Optionee is not relying on the Company for any tax, financial or legal advice.

**7 Interpretation & Governing Law.** Any dispute regarding the interpretation of this Stock Option Agreement (International) shall be submitted to the Board or the Committee, which shall review such dispute in accordance with the Plan. The resolution of such a dispute by the Board or Committee shall be final and binding on the Company and Optionee. The laws of the state where the Company shall then be incorporated shall govern this Stock Option Agreement (International). If such state's conflict of law rules would apply another state's laws, the parties agree that the laws where the Company shall then be incorporated shall still govern.

**8 Entire Agreement and Other Matters.** The Plan and the Exercise Agreement are incorporated herein by this reference. Optionee acknowledges and agrees that the granting of this Option constitutes a full accord, satisfaction and release of all obligations or commitments made to Optionee by the Company or any of its officers, directors, shareholders or affiliates as of the Grant Date with respect to the issuance of any securities, or rights to acquire securities, of the Company or any of its affiliates. This Stock Option Agreement (International), the Plan and the Exercise Agreement constitute the entire agreement of the parties hereto, and supersede all prior understandings and agreements with respect to the subject matter hereof. This Stock Option Agreement (International) and the underlying Option are forfeited and become void *ab initio* unless this Agreement has been executed by the Optionee and the Optionee has agreed to all terms and provisions hereof within thirty (30) days of the Grant Date.

**9 Vesting and Exercise of Shares.** Subject to the terms of the Plan, this Stock Option Agreement (International) and the Exercise Agreement, the Optionee shall be entitled to purchase, pursuant to the exercise of this Option, the percentage of the Shares subject to this Option shown below based upon the Continuous Service of the Optionee from the Vesting Start Date of this Option (as noted hereon) at the time of exercise:

**Vesting Schedule:**

Percentage Vested:

Continuous Service:

**10 Personal Data.** Optionee understands that the employer, if applicable, the Company or a Subsidiary, holds certain personal information about Optionee, including but not limited to Optionee's name, home address, telephone number, date of birth, social security or equivalent tax identification number, salary, nationality, job title, and details of all shares granted, cancelled, vested, unvested, or outstanding (the "**Personal Data**"). Certain **Personal Data** may also constitute "**Sensitive Personal Data**" or similar under applicable local law and be subject to additional restrictions on collection, processing and use of the same under such laws. Such data include but are not limited to Personal Data and any changes thereto, and other appropriate personal and financial data about Optionee. Optionee hereby provides express consent to the Company or a Subsidiary to collect, hold, and process any such Personal Data and Sensitive Personal Data. Optionee also hereby provides express consent to the Company or any Subsidiary to transfer any such Personal Data and Sensitive Personal Data outside the country in which Optionee is employed or in which Optionee's services are retained, including transfers to the United States. The legal persons for whom such Personal Data are intended are the Company and any broker company providing services to the Company in connection with the administration of the Plan. Optionee has been informed of Optionee's right to access and correct Personal Data and/or Sensitive Personal Data by applying to the Company.

**11 Additional Acknowledgements.** Optionee hereby consents and acknowledges that: (a) Participation in the Plan is voluntary and therefore Optionee must accept the terms and conditions of the Plan and this Option as a condition to participating in the Plan and receipt of this Option; (b) the Plan is discretionary in nature and the Company can amend, cancel, or terminate it at any time; (c) this Option and any other Options under the Plan are voluntary and occasional and do not create any contractual or other right to receive future Options or other benefits in lieu of future Options, even if similar Options have been granted repeatedly in the past; (c) all determinations with respect to any such future Options, including, but not limited to, the time or times when such Options are made, the number of Shares, and performance and other conditions applied to the Options, will be at the sole discretion of the Company; (d) the value of the Shares and this Option is an extraordinary item of compensation, which is outside the scope of Optionee's employment, service contract or consulting agreement, if any, and this Option shall not form part of any past, current or future entitlement to remuneration or benefits which Optionee may have under any contract of employment with the Company or any Subsidiary, nor form any part of any such contract of employment between Optionee and the Company or any Subsidiary; (e) the Shares, this Option, or any income derived there from are not paid in lieu of any cash salary compensation and not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance,

diminution in value of the Shares and Optionee irrevocably release the Company, its Parent and Subsidiaries and, if applicable, Optionee's employer, if different from the Company, from any such claim that may arise; (i) the Plan and this Option set forth the entire understanding between Optionee, the Company and any Subsidiary regarding the acquisition of the Shares and supersedes all prior oral and written agreements pertaining to this Option; (j) if Optionee have received this Stock Option Agreement (International), or any other document related to this Option and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control; and (k) Optionee acknowledges the Company's right to impose other requirements on Optionee's participation in the Plan, on this Option and on any Shares purchased upon exercise of this Option, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Optionee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**12 Consent to Jurisdiction & Venue.** Optionee agrees that any claim arising out of or relating to this Stock Option Agreement (International) shall be brought in a state or federal court of competent jurisdiction in Colorado. Optionee agrees to the personal jurisdiction of the state and/or federal courts located in Colorado. Optionee waives (a) any objection to jurisdiction or venue, or (b) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

**13 Severability & Independent Enforcement.** The provisions of this Stock Option Agreement (International) are severable. If any provision is determined to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions shall remain in full force and effect. Section 3(e) above shall be construed as an agreement independent of any other agreement or provisions of this Stock Option Agreement (International) or the Plan, and the existence of any claim or cause of action by Optionee against the Company, whether predicated on the Plan, this Stock Option Agreement (International), or otherwise, regardless of who was at fault and regardless of any claims that either Optionee or the Company may have against the other, shall not constitute a defense to the enforcement by the Company of Section 3(e). The Company shall not be barred from enforcing Section 3(e) by reason of any breach of any other part of this Stock Option Agreement (International) or any other agreement with Optionee.

0%	Less than 12 months
(25+((X-12)*(75/36))) % where X is the number of whole months of Continuous Service from Vesting Start Date	At least 12 months, but not 48 months
100%	48 or more months

If the above calculation of Shares available for purchase through exercise of this Option would result in a fraction, any fraction will be rounded to zero.

resignation, redundancy, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement benefits or similar payments; (f) if Optionee's Continuous Service is terminated involuntarily, Optionee's eligibility to receive Shares or payments under this Option or the Plan, if any, will terminate effective as of the date that Optionee is no longer actively employed or retained regardless of any reasonable notice period mandated under local law, except as expressly provided in this Option; (g) the future value of the Shares is unknown and cannot be predicted with certainty; (h) Optionee does not have, and will not assert, any claim or entitlement to compensation, indemnity or damages arising from the termination of this Option or

**SOLIDFIRE, INC.**  
**2010 STOCK INCENTIVE PLAN**  
**UK STOCK OPTION AGREEMENT (EMI)**

SolidFire, Inc., a Delaware corporation (the "**Company**"), has granted as of the date (the "**Grant Date**") noted below to the optionee named below ("**Optionee**") an option (this "**Option**") to purchase the total number of shares shown below of Common Stock of the Company ("**Shares**") at the exercise price per share set forth below (the "**Exercise Price**"), subject to all of the terms and conditions on the reverse side of this UK Stock Option Agreement and the SolidFire, Inc. 2010 Stock Incentive Plan (the "**Plan**"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Plan. The terms and conditions set forth on the reverse side hereof and the terms and conditions of the Plan are incorporated herein by reference. This option is a NQSO for the purposes of the Plan but is intended to be a Qualifying Option granted pursuant to Schedule 5 ITEPA.

Shares Subject to Option: \_\_\_\_\_

Exercise Price (US\$ Per Share): \_\_\_\_\_

Vesting Start Date: \_\_\_\_\_

Option Expiration Date: \_\_\_\_\_

Grant Date: \_\_\_\_\_

**Forfeiture:**

Rights and benefits under this Option are subject to forfeiture. See Section 3(e) on the reverse side hereof.

*IN WITNESS WHEREOF*, this UK Stock Option Agreement has been executed by the Company by a duly authorized officer as of the date specified hereon.

**SOLIDFIRE, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Type of Stock Option Intended:

Non-Qualified Stock Option (NQSO)

Optionee hereby acknowledges receipt of a copy of the Plan, represents that Optionee has read and understands the terms and provisions of the Plan, and accepts this Option subject to all the terms and conditions of the Plan and this UK Stock Option Agreement. Optionee acknowledges that there may be adverse tax consequences upon exercise of this Option or disposition of Shares purchased by exercise of this Option, and that Optionee should consult a tax adviser prior to such exercise or disposition.

Optionee hereby declares that as at the Grant Date, Optionee works for the Company or a qualifying subsidiary of the Company (as defined in paragraph 11 of Schedule 5 of ITEPA) for at least 25 hours per week, or if less, for at least 75% of Optionee's working time as calculated in accordance with paragraph 27 of Schedule 5 of ITEPA. Failure by Optionee to make this declaration shall result in the Option failing to be a Qualifying Option

\_\_\_\_\_  
Optionee, NAME

**Vesting:**

Shares subject to issuance under this Option shall be eligible for exercise according to the vesting schedule described in Section 10 on the reverse of this UK Stock Option Agreement.

**1 Exercise Period of Option.** Subject to the terms and conditions of this UK Stock Option Agreement and the Plan, and unless otherwise modified in writing signed by the Company and Optionee, this Option may be exercised with respect to all of the Shares subject to this Option, but only according to the vesting schedule described in Section 10 below, prior to the Option Expiration Date.

**2 Restrictions on Exercise.** This Option may not be exercised, unless such exercise is in compliance with the Securities Act of 1933 and all applicable U.S. state securities laws and all applicable laws and regulations of your country of residence, as they are in effect on the date of exercise, and the requirements of any stock exchange or national market system on which the Company's Shares may be listed at the time of exercise. Optionee understands that the Company is under no obligation to register, qualify or list the Shares subject to this Option with the Securities and Exchange Commission ("SEC"), any state securities commission or any stock exchange to effect such compliance. [Also, this Option may not be exercised within the first six (6) months of the Grant Date noted hereon (except in situations otherwise allowed by this Option and Section 7(e)(8)(B) of the FLSA) if the Optionee is currently, at the time of exercise, or has been at any time within the two (2) year period immediately preceding exercise, a non-exempt (as defined in the Fair Labor Standards Act) employee of the Company.]

**3 Termination of Option.** Except as provided below in this Section, this Option shall be immediately forfeited, along with any and all rights or subsequent rights related hereto, and may not be exercised after the date which is ninety (90) days after the Optionee's "Termination Date" (the date on which Optionee ceases to be in the Continuous Service (as defined in the Plan) of the Company, or any Parent or Subsidiary), or, if earlier, the Option Expiration Date. Prior thereto, this Option shall continue to be exercisable, but only to the extent that it is vested on the Termination Date. The Board shall have complete and absolute discretion to determine an Optionee's Termination Date.

**(a) Termination for Cause.** If Optionee ceases to perform services for the Company, or any Parent or Subsidiary, for Cause, this Option shall immediately be forfeited, along with any and all rights or subsequent rights related hereto, as of the Optionee's Termination Date, or, if earlier, the Option Expiration Date. For this purpose, "Cause" shall be defined as set forth in a written employment agreement between the Optionee and the Company in existence as of the Grant Date, or, if no such written agreement exists or if "Cause" is not defined in such written employment agreement, "Cause" shall be defined as set forth in the Plan, or, if not defined in the Plan, "Cause" shall mean actions or omissions harmful to the Company as determined by the Board in its complete and absolute discretion.

**(b) Death.** If Optionee ceases to perform services for the Company, or any Parent or Subsidiary, as a result of the death of Optionee,

that would be applied to shareholders under any applicable restriction agreement among the shareholders, and restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and/or under any blue sky or state securities laws applicable to such Shares). The Board shall also require, as a condition for the acquisition of any Shares by an Optionee pursuant to the exercise of an Option, that the Optionee execute an agreement by which the Optionee agrees to be bound by, and subject to, any agreement(s) among the Company's shareholders then in effect. The Company may modify the required UK Exercise Agreement at any time for any reason consistent with the Plan. If the Optionee receives a hardship distribution from a Code §401(k) plan of the Company, or any Parent or Subsidiary, this Option may not be exercised during the six (6) month period following the hardship withdrawal (unless the Company determines that such exercise would not jeopardize the tax-qualification of such Code §401(k) plan). The Company may require the Optionee to enter into a joint election pursuant to section 431(1) ITEPA as a condition of being permitted to exercise this Option if the Option was granted at an Exercise Price which is less than the actual market value of the Shares at the Grant Date.

**(b) Exercise Price.** Such UK Exercise Agreement shall be accompanied by full payment of the Exercise Price for the Shares being purchased. Payment for the Shares being purchased shall be made in U.S. dollars based, if applicable, upon the local currency to the U.S. dollar exchange rate published in the U.S. edition of *The Wall Street Journal* on the date of exercise of this Option (or, if the date of exercise is not a business day in the United States, the immediately preceding business day in the United States). The Exercise Price shall be payable in cash or by cheque. If the Company so decides in its complete and absolute discretion, this Option may be exercised as to a portion or all (as determined by the Company) of the number of Shares specified.

**(c) Withholding Taxes.** Prior to the issuance of Shares upon exercise of this Option, Optionee must pay, or make adequate provision for, any applicable federal or state withholding obligations of the Company. The Optionee may not exercise this Option and no obligation shall arise on the Company to procure the issue or transfer of the Shares to and/or do any other thing in relation to the Optionee under or in connection with the Plan ("Grantor Action") unless and until the Company and/or any affiliate are satisfied in their absolute discretion that either (i) the Optionee has made payment, or has made arrangements satisfactory to the Company and/or any affiliate for the payment of it of such sum as is sufficient to settle a withholding liability to Taxation in any jurisdiction which is or would be recoverable from the Optionee as a result of such Grantor Action or the exercise of the Option and in respect of which the Company and/or affiliate is liable to account (in any jurisdiction) or (ii) the Optionee has entered into an agreement with the Company and/or affiliate (in a form satisfactory

underlying Option are forfeited and become void ab initio unless this Agreement has been executed by the Optionee and the Optionee has agreed to all terms and provisions hereof within thirty (30) days of the Grant Date.

**10 Vesting and Exercise of Shares.** Subject to the terms of the Plan, this UK Stock Option Agreement and the UK Exercise Agreement, the Optionee shall be entitled to purchase, pursuant to the exercise of this Option, the percentage of the Shares subject to this Option shown below based upon the Continuous Service of the Optionee from the Vesting Start Date of this Option (as noted hereon) at the time of exercise:

Vesting Schedule:	
Percentage Vested:	Continuous Service:
0%	Less than 12 months
(25+((X-12)*(75/36)))% where X is the number of whole months of Continuous Service from Vesting Start Date	At least 12 months, but not 48 months
100%	48 or more months

If the above calculation of Shares available for purchase through exercise of this Option would result in a fraction, any fraction will be rounded down to zero.

**11 Consent to Jurisdiction & Venue.** Optionee agrees that any claim arising out of or relating to this UK Stock Option Agreement shall be brought in a state or federal court of competent jurisdiction in Colorado. Optionee agrees to the personal jurisdiction of the state and/or federal courts located in Colorado. Optionee waives (a) any objection to jurisdiction or venue, or (b) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

**12 Severability & Independent Enforcement.** The provisions of this UK Stock Option Agreement are severable. If any provision is determined to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions shall remain in full force and effect. Section 3(e) above shall be construed as an agreement independent of any other agreement or provisions of this UK Stock Option Agreement or the Plan, and the existence of any claim or cause of action by Optionee against the Company, whether predicated on the Plan, this UK Stock Option Agreement, or otherwise, regardless of who was at fault and regardless of any claims that either Optionee or the Company may have against the other, shall not constitute a defense to the enforcement by the Company of Section 3(e). The Company shall not be barred from enforcing Section 3(e) by reason of any breach of any other part of this UK Stock Option Agreement or any other agreement with Optionee.

**13 Personal Data.** The Optionee understands that their employer, if applicable, the Company, and/or its affiliates hold certain personal information about the Optionee, including but not limited to the Optionee's name, home



this Option shall immediately be forfeited, along with any and all rights or subsequent rights related hereto, as of the one year anniversary of the Optionee's Termination Date, or, if earlier, the Option Expiration Date. Prior thereto, this Option shall continue to be exercisable, but only to the extent that it is vested on the Termination Date.

**(c) Disability.** If Optionee ceases to perform services for the Company, or any Parent or Subsidiary, as a result of the disability (within the meaning of Code §22(e)(3)) of Optionee (as determined by the Board in its complete and absolute discretion), this Option shall immediately be forfeited, along with any and all rights or subsequent rights related hereto, as of the one year anniversary of the Optionee's Termination Date, or, if earlier, the Option Expiration Date. Prior thereto, this Option shall continue to be exercisable, but only to the extent that it is vested on the Termination Date.

**(d) No Right to Employment or Other Relationship.** Nothing in the Plan or this UK Stock Option Agreement shall confer on Optionee any right to continue in the employ of, or other relationship with, the Company, or any Parent or Subsidiary, or limit in any way the right of the Company, or any Parent or Subsidiary, to terminate Optionee's employment or other relationship at any time, with or without cause. This Option shall not form part of any past, current or future entitlement to remuneration or benefits which the Optionee may have under any contract of employment with the Company nor form and part of any such contract or employment between the Optionee and the Company or any affiliate.

**(e) Condition to Exercise & Possible Forfeiture.** Notwithstanding the foregoing, the Optionee's ability to exercise this Option on or after the Optionee's Termination Date shall be contingent upon the Optionee's execution, compliance and non-revocation of a Separation and Release Agreement approved by the Company whereby the Optionee releases the Company from any and all liability and claims of any kind. Furthermore, Optionee does hereby agree that this Option shall immediately be forfeited, along with any and all rights or subsequent rights related hereto, if Optionee engages in any of the Forfeiture Activities (as defined in the Plan), and that if, subsequent to the exercise of this Option, Optionee engages in any of the Forfeiture Activities, then the Company shall have the right (but not the obligation) at any time after the Optionee engages in any of the Forfeiture Activities to rescind the exercise, payment and delivery of the Shares as follows: (A) The Company may repurchase any Shares purchased pursuant to the exercise of this Option which the Optionee may then possess at a per Share price equal to the Exercise Price (as noted on the reverse side of this Agreement), and (B) The Company shall be entitled to request that Optionee forfeit and return to the Company any profits (amounts received in excess of the exercise price paid by the Optionee for the Shares) which Optionee received at the time of Optionee's disposition of any Shares purchased pursuant to the exercise of this Option, and upon such request, Optionee shall forfeit and return to the Company any such

to the Company and/or affiliate) to ensure that such a payment is made by the Optionee including (where permitted) any employer's National Insurance contributions ("NICs"). Accordingly, the Optionee may not be able to exercise this Option when desired even though the Option is vested, and the Company shall have no obligation to issue a certificate for such Shares or release such Shares from any escrow provided for herein unless such obligations are satisfied. Rule 14.3 of the Plan shall not apply to this UK Stock Option Agreement. For the purposes of this section 4(c) "Taxation" shall include all forms of taxation including employees and employer's NICs, income tax and any other imposts of whatever nature in any jurisdiction together with any amount payable by any affiliate in respect of which the affiliate has a duty to account as a result of any laws of any jurisdiction relating to Taxation.

**(d) Issuance of Shares.** Provided that such UK Exercise Agreement and payment are in form and substance satisfactory to counsel for the Company, the Company shall cause the Shares purchased to be issued in the name of Optionee or Optionee's legal representative. Optionee shall not be considered a Shareholder until such time as Shares have been issued as noted on the shareholder register of the Company. In no event shall issuance of the Shares purchased occur later than the later of (1) the last day of the calendar year during which the exercise of the Option occurs, or (2) the fifteenth (15<sup>th</sup>) day of the third month following the date on which the exercise of the Option occurs.

**5 Nontransferability of Option.** This Option may not be transferred in any manner other than to the personal representatives of the Optionee following his death and this Option may only be exercised by the Optionee during their lifetime or by the personal representatives of the Optionee following his death. The terms of this Option shall be binding upon the executor, administrators, successors and heirs of the Optionee. Rule 7.2(g) of the Plan shall not apply to this UK Stock Option Agreement.

**6 Nature of Participation.** Nothing (including anything in this UK Stock Option Agreement or any contract of employment between the Optionee and the Company (and/or any affiliate) shall give rise to or imply any duty or obligation owed to the Optionee by any such company in respect of any act or omission (by any such company or otherwise) which: (A) gives rise to a Disqualifying Event; (B) otherwise causes this Option not to be, or to cease to be, a Qualifying Option; (C) amounts to a failure to notify the Optionee or any person of the happening of a Disqualifying Event. The Optionee considers the provisions of this section 6 to be fair and reasonable having had the prior opportunity to seek legal advice in relation to the same.

**7 Tax Consequences.** OPTIONEE UNDERSTANDS THAT THE GRANT AND EXERCISE OF THIS OPTION, AND THE SALE OF SHARES OBTAINED THROUGH THE EXERCISE OF THIS OPTION, MAY HAVE TAX IMPLICATIONS THAT COULD RESULT IN ADVERSE TAX CONSEQUENCES TO OPTIONEE. OPTIONEE REPRESENTS THAT OPTIONEE HAS CONSULTED WITH, OR WILL CONSULT WITH, HIS OR HER TAX ADVISOR; OPTIONEE FURTHER

address, telephone number, date of birth, social security or equivalent tax identification number, salary, nationality, job title, and details of all Shares granted, cancelled, vested, unvested, or outstanding (the "**Personal Data**"). Certain Personal Data may also constitute "**Sensitive Personal Data**" or similar under applicable local law and be subject to additional restrictions on collection, processing and use of the same under such laws. Such data include but are not limited to Personal Data and any changes thereto, and other appropriate personal and financial data about the Optionee. The Optionee hereby provides express consent to the Company or its affiliates to collect, hold, and process any such Personal Data and Sensitive Personal Data. The Optionee also hereby provides express consent to the Company and/or its affiliates to transfer any such Personal Data and Sensitive Personal Data outside the country in which the Optionee is employed or retained, including transfers to the United States. The legal persons for whom such Personal Data are intended are the Company and any broker company providing services to the Company in connection with the administration of the Plan. The Optionee has been informed of their right to access and correct their Personal Data and/or Sensitive Personal Data by applying to the Company representative identified on this UK Stock Option Agreement.

**14 Grant of Replacement Options.** If the Optionee is offered a new option in exchange for this Option in circumstances which satisfy paragraph 40 of Schedule 5 ITEPA, this Option may not be exercised or assumed pursuant to Rule 11.1 of the Plan and shall lapse at the end of the period during which the new option is offered and Rule 11.1 of the Plan shall be modified accordingly.

**15 Limits.** If the total value of Shares subject to this Option exceeds £249,999 (or £1.00 less than any such limit as required by paragraph 5 of Schedule 5 ITEPA from time to time) on the Grant Date (as calculated in accordance with paragraph 5 of Schedule 5 ITEPA) this Option shall be treated as two options, one shall be treated as a Qualifying Option in respect of such number of Shares as is within the limit and the other as a NSQO which is not a Qualifying Option in respect of the balance of the Shares.

**16 Definitions.** The following additional definitions shall apply to this UK Stock Option Agreement:

"**Disqualifying Event**" means any disqualifying event as set out in sections 533 to 536 of ITEPA;

"**ITEPA**" means the Income Tax (Earnings and Pensions) Act 2003; and

"**Qualifying Option**" means an option which satisfied the requirements of paragraph 1 of Schedule 5 ITEPA.

## **APPENDIX ONE**

[SolidFire, Inc. 2010 Stock Incentive Plan]

## **APPENDIX TWO**

[Bylaws of SolidFire, Inc.]

profits within ten (10) calendar days of notice from the Company. **OPTIONEE ACKNOWLEDGES AND AGREES THAT IF OPTIONEE ENGAGES IN ANY OF THE FORFEITURE ACTIVITIES, OPTIONEE SHALL FORFEIT RIGHTS AND BENEFITS AS SET FORTH ABOVE. FURTHER, OPTIONEE ACKNOWLEDGES AND AGREES THAT OPTIONEE'S PARTICIPATION IN THE PLAN AND THIS UK STOCK OPTION AGREEMENT ARE VOLUNTARY, AND THAT OPTIONEE KNOWINGLY AND VOLUNTARILY AGREES THAT OPTIONEE'S RIGHTS AND BENEFITS UNDER THIS UK STOCK OPTION AGREEMENT ARE EXPRESSLY SUBJECT TO FORFEITURE AS SET FORTH ABOVE.**

#### **4 Manner of Exercise.**

**(a) Exercise Agreement.** This Option shall be exercisable by delivery to the Company of an executed exercise agreement ("**UK Exercise Agreement**") in such form as may be approved or accepted by the Company, which shall set forth Optionee's election to exercise this Option with respect to some or all of the Shares subject to this Option, the number of Shares subject to this Option being purchased, and any restrictions imposed on the Shares subject to this Option (including, without limitation, vesting or performance-based restrictions, rights of the Company to re-purchase Shares acquired pursuant to the exercise of an Option, voting restrictions, investment intent restrictions, restrictions on transfer, "first refusal" rights of the Company to purchase Shares acquired pursuant to the exercise of an Option prior to their sale to any other person, "drag along" rights requiring the sale of shares to a third party purchaser in certain circumstances, "lock up" type restrictions in the case of an initial public offering of the Company's stock, restrictions or limitations

ACKNOWLEDGES THAT OPTIONEE IS NOT RELYING ON THE COMPANY FOR ANY TAX, FINANCIAL OR LEGAL ADVICE; AND IT IS SPECIFICALLY UNDERSTOOD BY THE OPTIONEE THAT NO REPRESENTATIONS OR ASSURANCES ARE MADE AS TO THE QUALIFICATION OF THE OPTION AS A QUALIFYING EMI OPTION OR AS TO ANY PARTICULAR TAX TREATMENT WITH RESPECT TO THE OPTION.

**8 Interpretation & Governing Law.** Any dispute regarding the interpretation of this UK Stock Option Agreement shall be submitted to the Board or the Committee. If there is any conflict between the provisions of this UK Stock Option Agreement and those of Plan, the provisions of this UK Stock Option Agreement shall prevail. If there is any dispute the resolution of such dispute by the Board or the Committee shall be final and binding on the Company and the Optionee. The laws of the state where the Company shall then be incorporated shall govern this UK Stock Option Agreement. If such state's conflict of law rules would apply another state's laws, the parties agree that the laws where the Company shall then be incorporated shall still govern.

**9 Entire Agreement and Other Matters.** The Plan and the UK Exercise Agreement are incorporated herein by this reference. Optionee acknowledges and agrees that the granting of this Option constitutes a full accord, satisfaction and release of all obligations or commitments made to Optionee by the Company or any of its officers, directors, shareholders or affiliates as of the Grant Date with respect to the issuance of any securities, or rights to acquire securities, of the Company or any of its affiliates. This UK Stock Option Agreement, the Plan and the UK Exercise Agreement constitute the entire agreement of the parties hereto, and supersede all prior understandings and agreements with respect to the subject matter hereof. This UK Stock Option Agreement and the

**SOLIDFIRE, INC.**  
**2010 STOCK INCENTIVE PLAN**  
**UK STOCK OPTION AGREEMENT**

SolidFire, Inc., a Delaware corporation (the "**Company**"), has granted as of the date (the "**Grant Date**") noted below to the optionee named below ("**Optionee**") an option (this "**Option**") to purchase the total number of shares shown below of Common Stock of the Company ("**Shares**") at the exercise price per share set forth below (the "**Exercise Price**"), subject to all of the terms and conditions on the reverse side of this UK Stock Option Agreement and the SolidFire, Inc. 2010 Stock Incentive Plan (the "**Plan**"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Plan. The terms and conditions set forth on the reverse side hereof and the terms and conditions of the Plan are incorporated herein by reference. This option is a NQSO for the purposes of the Plan.

Shares Subject to Option: \_\_\_\_\_  
Exercise Price (US\$ Per Share): \_\_\_\_\_  
Vesting Start Date: \_\_\_\_\_  
Option Expiration Date: \_\_\_\_\_  
Grant Date: \_\_\_\_\_

**Forfeiture:**  
Rights and benefits under this Option are subject to forfeiture. See Section 3(e) on the reverse side hereof.

*IN WITNESS WHEREOF*, this UK Stock Option Agreement has been executed by the Company by a duly authorized officer as of the date specified hereon.

**SOLIDFIRE, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Type of Stock Option Intended:

Non-Qualified Stock Option (NQSO)

Optionee hereby acknowledges receipt of a copy of the Plan, represents that Optionee has read and understands the terms and provisions of the Plan, and accepts this Option subject to all the terms and conditions of the Plan and this UK Stock Option Agreement. Optionee acknowledges that there may be adverse tax consequences upon exercise of this Option or disposition of Shares purchased by exercise of this Option, and that Optionee should consult a tax adviser prior to such exercise or disposition.

\_\_\_\_\_  
Optionee, NAME

**Vesting:**

Shares subject to issuance under this Option shall be eligible for exercise according to the vesting schedule described in Section 10 on the reverse of this UK Stock Option Agreement.

**1 Exercise Period of Option.** Subject to the terms and conditions of this UK Stock Option Agreement and the Plan, and unless otherwise modified in writing signed by the Company and Optionee, this Option may be exercised with respect to all of the Shares subject to this Option, but

only according to the vesting schedule described in Section 10 below, prior to the Option Expiration Date.

**2 Restrictions on Exercise.** This Option may not be exercised, unless such exercise is in compliance with the Securities Act of 1933 and all applicable U.S. state securities laws and all applicable laws and regulations of your country of residence, as they are in effect on the date of

exercise, and the requirements of any stock exchange or national market system on which the Company's Shares may be listed at the time of exercise. Optionee understands that the Company is under no obligation to register, qualify or list the Shares subject to this Option with the Securities and Exchange Commission ("SEC"), any state securities commission or any stock exchange to effect such compliance. [Also, this Option may not be exercised within the first six (6) months of the Grant Date noted hereon (except in situations otherwise allowed by this Option and Section 7(e)(8)(B) of the FLSA) if the Optionee is currently, at the time of exercise, or has been at any time within the two (2) year period immediately preceding exercise, a non-exempt (as defined in the Fair Labor Standards Act) employee of the Company.]

**3 Termination of Option.** Except as provided below in this Section, this Option shall be immediately forfeited, along with any and all rights or subsequent rights related hereto, and may not be exercised after the date which is ninety (90) days after the Optionee's "Termination Date" (the date on which Optionee ceases to be in the Continuous Service (as defined in the Plan) of the Company, or any Parent or Subsidiary), or, if earlier, the Option Expiration Date. Prior thereto, this Option shall continue to be exercisable, but only to the extent that it is vested on the Termination Date. The Board shall have complete and absolute discretion to determine an Optionee's Termination Date.

**(a) Termination for Cause.** If Optionee ceases to perform services for the Company, or any Parent or Subsidiary, for Cause, this Option shall immediately be forfeited, along with any and all rights or subsequent rights related hereto, as of the Optionee's Termination Date, or, if earlier, the Option Expiration Date. For this purpose, "Cause" shall be defined as set forth in a written employment agreement between the Optionee and the Company in existence as of the Grant Date, or, if no such written agreement exists or if "Cause" is not defined in such written employment agreement, "Cause" shall be defined as set forth in the Plan, or, if not defined in the Plan, "Cause" shall mean actions or omissions harmful to the Company as determined by the Board in its complete and absolute discretion.

**(b) Death.** If Optionee ceases to perform services for the Company, or any Parent or Subsidiary, as a result of the death of Optionee, this Option shall immediately be forfeited, along with any and all rights or subsequent rights related hereto, as of the one year anniversary of the Optionee's Termination Date, or, if earlier, the Option Expiration Date. Prior thereto, this Option shall continue to be exercisable, but only to the extent that it is vested on the Termination Date.

**(c) Disability.** If Optionee ceases to perform services for the Company, or any Parent or Subsidiary, as a result of the disability (within the meaning of Code §22(e)(3)) of Optionee (as determined by the Board in its complete and absolute discretion), this Option shall immediately be forfeited, along with any and all

required UK Exercise Agreement at any time for any reason consistent with the Plan. If the Optionee receives a hardship distribution from a Code §401(k) plan of the Company, or any Parent or Subsidiary, this Option may not be exercised during the six (6) month period following the hardship withdrawal (unless the Company determines that such exercise would not jeopardize the tax-qualification of such Code §401(k) plan). The Company may require the Optionee to enter into a joint election pursuant to section 431(1) ITEPA as a condition of being permitted to exercise this Option if the Option was granted at an Exercise Price which is less than the actual market value of the Shares at the Grant Date.

**(b) Exercise Price.** Such UK Exercise Agreement shall be accompanied by full payment of the Exercise Price for the Shares being purchased. Payment for the Shares being purchased shall be made in U.S. dollars based, if applicable, upon the local currency to the U.S. dollar exchange rate published in the U.S. edition of *The Wall Street Journal* on the date of exercise of this Option (or, if the date of exercise is not a business day in the United States, the immediately preceding business day in the United States). The Exercise Price shall be payable in cash or by cheque. If the Company so decides in its complete and absolute discretion, this Option may be exercised as to a portion or all (as determined by the Company) of the number of Shares specified.

**(c) Withholding Taxes.** Prior to the issuance of Shares upon exercise of this Option, Optionee must pay, or make adequate provision for, any applicable federal or state withholding obligations of the Company. The Optionee may not exercise this Option and no obligation shall arise on the Company to procure the issue or transfer of the Shares to and/or do any other thing in relation to the Optionee under or in connection with the Plan ("Grantor Action") unless and until the Company and/or any affiliate are satisfied in their absolute discretion that either (i) the Optionee has made payment, or has made arrangements satisfactory to the Company and/or any affiliate for the payment of it of such sum as is sufficient to settle a withholding liability to Taxation in any jurisdiction which is or would be recoverable from the Optionee as a result of such Grantor Action or the exercise of the Option and in respect of which the Company and/or affiliate is liable to account (in any jurisdiction) or (ii) the Optionee has entered into an agreement with the Company and/or affiliate (in a form satisfactory to the Company and/or affiliate) to ensure that such a payment is made by the Optionee including (where permitted) any employer's National Insurance contributions ("NICs"). Accordingly, the Optionee may not be able to exercise this Option when desired even though the Option is vested, and the Company shall have no obligation to issue a certificate for such Shares or release such Shares from any escrow provided for herein unless such obligations are satisfied. Rule 14.3 of the Plan shall not apply to this UK Stock Option Agreement. For the purposes of this section 4(c) "Taxation" shall include all forms of taxation including employees and employer's NICs, income tax and

Vesting Schedule:	
Percentage Vested:	Continuous Service:
0%	Less than 12 months
$(25 + ((X - 12) * (75 / 36))) \%$ where X is the number of whole months of Continuous Service from Vesting Start Date	At least 12 months, but not 48 months
100%	48 or more months

If the above calculation of Shares available for purchase through exercise of this Option would result in a fraction, any fraction will be rounded down to zero.

**10 Consent to Jurisdiction & Venue.** Optionee agrees that any claim arising out of or relating to this UK Stock Option Agreement shall be brought in a state or federal court of competent jurisdiction in Colorado. Optionee agrees to the personal jurisdiction of the state and/or federal courts located in Colorado. Optionee waives (a) any objection to jurisdiction or venue, or (b) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

**11 Severability & Independent Enforcement.** The provisions of this UK Stock Option Agreement are severable. If any provision is determined to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions shall remain in full force and effect. Section 3(e) above shall be construed as an agreement independent of any other agreement or provisions of this UK Stock Option Agreement or the Plan, and the existence of any claim or cause of action by Optionee against the Company, whether predicated on the Plan, this UK Stock Option Agreement, or otherwise, regardless of who was at fault and regardless of any claims that either Optionee or the Company may have against the other, shall not constitute a defense to the enforcement by the Company of Section 3(e). The Company shall not be barred from enforcing Section 3(e) by reason of any breach of any other part of this UK Stock Option Agreement or any other agreement with Optionee.

**12 Personal Data.** The Optionee understands that their employer, if applicable, the Company, and/or its affiliates hold certain personal information about the Optionee, including but not limited to the Optionee's name, home address, telephone number, date of birth, social security or equivalent tax identification number, salary, nationality, job title, and details of all Shares granted, cancelled, vested, unvested, or outstanding (the "Personal Data"). Certain Personal Data may also constitute "Sensitive Personal Data" or similar under applicable local law and be subject to additional restrictions on collection, processing and use of the same under such laws. Such data include but are not limited to Personal Data and any changes thereto, and other appropriate personal and financial data about the Optionee. The Optionee hereby provides express consent to the Company or its affiliates to collect, hold, and process any such Personal Data and Sensitive Personal Data. The

rights or subsequent rights related hereto, as of the one year anniversary of the Optionee's Termination Date, or, if earlier, the Option Expiration Date. Prior thereto, this Option shall continue to be exercisable, but only to the extent that it is vested on the Termination Date.

**(d) No Right to Employment or Other Relationship.** Nothing in the Plan or this UK Stock Option Agreement shall confer on Optionee any right to continue in the employ of, or other relationship with, the Company, or any Parent or Subsidiary, or limit in any way the right of the Company, or any Parent or Subsidiary, to terminate Optionee's employment or other relationship at any time, with or without cause. This Option shall not form part of any past, current or future entitlement to remuneration or benefits which the Optionee may have under any contract of employment with the Company nor form and part of any such contract or employment between the Optionee and the Company or any affiliate.

**(e) Condition to Exercise & Possible Forfeiture.** Notwithstanding the foregoing, the Optionee's ability to exercise this Option on or after the Optionee's Termination Date shall be contingent upon the Optionee's execution, compliance and non-revocation of a Separation and Release Agreement approved by the Company whereby the Optionee releases the Company from any and all liability and claims of any kind. Furthermore, Optionee does hereby agree that this Option shall immediately be forfeited, along with any and all rights or subsequent rights related hereto, if Optionee engages in any of the Forfeiture Activities (as defined in the Plan), and that if, subsequent to the exercise of this Option, Optionee engages in any of the Forfeiture Activities, then the Company shall have the right (but not the obligation) at any time after the Optionee engages in any of the Forfeiture Activities to rescind the exercise, payment and delivery of the Shares as follows: (A) The Company may repurchase any Shares purchased pursuant to the exercise of this Option which the Optionee may then possess at a per Share price equal to the Exercise Price (as noted on the reverse side of this Agreement), and (B) The Company shall be entitled to request that Optionee forfeit and return to the Company any profits (amounts received in excess of the exercise price paid by the Optionee for the Shares) which Optionee received at the time of Optionee's disposition of any Shares purchased pursuant to the exercise of this Option, and upon such request, Optionee shall forfeit and return to the Company any such profits within ten (10) calendar days of notice from the Company. **OPTIONEE ACKNOWLEDGES AND AGREES THAT IF OPTIONEE ENGAGES IN ANY OF THE FORFEITURE ACTIVITIES, OPTIONEE SHALL FORFEIT RIGHTS AND BENEFITS AS SET FORTH ABOVE. FURTHER, OPTIONEE ACKNOWLEDGES AND AGREES THAT OPTIONEE'S PARTICIPATION IN THE PLAN AND THIS UK STOCK OPTION AGREEMENT ARE VOLUNTARY, AND THAT OPTIONEE KNOWINGLY AND VOLUNTARILY AGREES THAT OPTIONEE'S RIGHTS AND BENEFITS UNDER THIS UK STOCK OPTION AGREEMENT ARE EXPRESSLY SUBJECT TO FORFEITURE AS SET FORTH ABOVE.**

any other imposts of whatever nature in any jurisdiction together with any amount payable by any affiliate in respect of which the affiliate has a duty to account as a result of any laws of any jurisdiction relating to Taxation.

**(d) Issuance of Shares.** Provided that such UK Exercise Agreement and payment are in form and substance satisfactory to counsel for the Company, the Company shall cause the Shares purchased to be issued in the name of Optionee or Optionee's legal representative. Optionee shall not be considered a Shareholder until such time as Shares have been issued as noted on the shareholder register of the Company. In no event shall issuance of the Shares purchased occur later than the later of (1) the last day of the calendar year during which the exercise of the Option occurs, or (2) the fifteenth (15<sup>th</sup>) day of the third month following the date on which the exercise of the Option occurs.

**5 Nontransferability of Option.** This Option may not be transferred in any manner other than to the personal representatives of the Optionee following his death and this Option may only be exercised by the Optionee during their lifetime or by the personal representatives of the Optionee following his death. The terms of this Option shall be binding upon the executor, administrators, successors and heirs of the Optionee. Rule 7.2(g) of the Plan shall not apply to this UK Stock Option Agreement.

**6 Tax Consequences.** OPTIONEE UNDERSTANDS THAT THE GRANT AND EXERCISE OF THIS OPTION, AND THE SALE OF SHARES OBTAINED THROUGH THE EXERCISE OF THIS OPTION, MAY HAVE TAX IMPLICATIONS THAT COULD RESULT IN ADVERSE TAX CONSEQUENCES TO OPTIONEE. OPTIONEE REPRESENTS THAT OPTIONEE HAS CONSULTED WITH, OR WILL CONSULT WITH, HIS OR HER TAX ADVISOR; OPTIONEE FURTHER ACKNOWLEDGES THAT OPTIONEE IS NOT RELYING ON THE COMPANY FOR ANY TAX, FINANCIAL OR LEGAL ADVICE; AND IT IS SPECIFICALLY UNDERSTOOD BY THE OPTIONEE THAT NO REPRESENTATIONS OR ASSURANCES ARE MADE AS TO ANY PARTICULAR TAX TREATMENT WITH RESPECT TO THE OPTION.

**7 Interpretation & Governing Law.** Any dispute regarding the interpretation of this UK Stock Option Agreement shall be submitted to the Board or the Committee. If there is any conflict between the provisions of this UK Stock Option Agreement and those of Plan, the provisions of this UK Stock Option Agreement shall prevail. If there is any dispute the resolution of such dispute by the Board or the Committee shall be final and binding on the Company and the Optionee. The laws of the state where the Company shall then be incorporated shall govern this UK Stock Option Agreement. If such state's conflict of law rules would apply another state's laws, the parties agree that the laws where the Company shall then be incorporated shall still govern.

**8 Entire Agreement and Other Matters.** The Plan and the UK Exercise Agreement are incorporated herein by this reference. Optionee acknowledges and agrees that the granting of this Option constitutes a full accord, satisfaction and release of all obligations or commitments

Optionee also hereby provides express consent to the Company and/or its affiliates to transfer any such Personal Data and Sensitive Personal Data outside the country in which the Optionee is employed or retained, including transfers to the United States. The legal persons for whom such Personal Data are intended are the Company and any broker company providing services to the Company in connection with the administration of the Plan. The Optionee has been informed of their right to access and correct their Personal Data and/or Sensitive Personal Data by applying to the Company representative identified on this UK Stock Option Agreement.

#### **APPENDIX ONE**

[SolidFire, Inc. 2010 Stock Incentive Plan]

#### **APPENDIX TWO**

[Bylaws of SolidFire, Inc.]

#### **4 Manner of Exercise.**

(a) *Exercise Agreement.* This Option shall be exercisable by delivery to the Company of an executed exercise agreement (“*UK Exercise Agreement*”) in such form as may be approved or accepted by the Company, which shall set forth Optionee’s election to exercise this Option with respect to some or all of the Shares subject to this Option, the number of Shares subject to this Option being purchased, and any restrictions imposed on the Shares subject to this Option (including, without limitation, vesting or performance-based restrictions, rights of the Company to re-purchase Shares acquired pursuant to the exercise of an Option, voting restrictions, investment intent restrictions, restrictions on transfer, “first refusal” rights of the Company to purchase Shares acquired pursuant to the exercise of an Option prior to their sale to any other person, “drag along” rights requiring the sale of shares to a third party purchaser in certain circumstances, “lock up” type restrictions in the case of an initial public offering of the Company’s stock, restrictions or limitations that would be applied to shareholders under any applicable restriction agreement among the shareholders, and restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and/or under any blue sky or state securities laws applicable to such Shares). The Board shall also require, as a condition for the acquisition of any Shares by an Optionee pursuant to the exercise of an Option, that the Optionee execute an agreement by which the Optionee agrees to be bound by, and subject to, any agreement(s) among the Company’s shareholders then in effect. The Company may modify the

made to Optionee by the Company or any of its officers, directors, shareholders or affiliates as of the Grant Date with respect to the issuance of any securities, or rights to acquire securities, of the Company or any of its affiliates. This UK Stock Option Agreement, the Plan and the UK Exercise Agreement constitute the entire agreement of the parties hereto, and supersede all prior understandings and agreements with respect to the subject matter hereof. This UK Stock Option Agreement and the underlying Option are forfeited and become void ab initio unless this Agreement has been executed by the Optionee and the Optionee has agreed to all terms and provisions hereof within thirty (30) days of the Grant Date.

**9 Vesting and Exercise of Shares.** Subject to the terms of the Plan, this UK Stock Option Agreement and the UK Exercise Agreement, the Optionee shall be entitled to purchase, pursuant to the exercise of this Option, the percentage of the Shares subject to this Option shown below based upon the Continuous Service of the Optionee from the Vesting Start Date of this Option (as noted hereon) at the time of exercise:

**SOLIDFIRE, INC.**  
**2016 EQUITY INCENTIVE PLAN**

**ARTICLE ONE**

**GENERAL PROVISIONS**

**I. PURPOSE OF THE PLAN**

This 2016 Equity Incentive Plan is intended to promote the interests of SolidFire, Inc., a Delaware corporation, by providing eligible persons with the opportunity to acquire a proprietary interest, or otherwise increase their proprietary interest, in the Corporation as an incentive for them to remain in the service of the Corporation. Capitalized terms shall have the meanings assigned to such terms in the attached Appendix.

**II. STRUCTURE OF THE PLAN**

A. The Plan shall be divided into two separate equity programs:

(i) the Discretionary Option Grant Program under which eligible persons may, at the discretion of the Plan Administrator, be granted options to purchase shares of Common Stock, or

(ii) the Stock Issuance Program under which eligible persons may, at the discretion of the Plan Administrator, be issued shares of Common Stock directly, either through the issuance or immediate purchase of such shares or as a bonus for services rendered the Corporation (or any Parent or Subsidiary) or pursuant to restricted stock units on such terms as the Plan Administrator deems appropriate.

B. The provisions of Articles One and Seven shall apply to all equity programs under the Plan and shall accordingly govern the interests of all persons under the Plan.

**III. ADMINISTRATION OF THE PLAN**

A. The Primary Committee shall have sole and exclusive authority to administer the Discretionary Option Grant and the Stock Issuance Programs with respect to Section 16 Insiders. Administration of the Discretionary Option Grant and Stock Issuance Programs with respect to all other eligible persons may, at the Board's discretion, be vested in the Primary Committee or a Secondary Committee, or the Board may retain the power to administer that program with respect to all such persons.

B. Members of the Primary Committee or any Secondary Committee shall serve for such period of time as the Board may determine and may be removed by the Board at any time. The Board may also at any time terminate the functions of any Secondary Committee and reassume all powers and authority previously delegated to such committee.

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C. Each Plan Administrator shall, within the scope of its administrative functions under the Plan, have full power and authority to establish such rules and regulations as it may deem appropriate for proper administration of the Discretionary Option Grant and Stock Issuance Programs and to make such determinations under, and issue such interpretations of, the provisions of such programs and any outstanding options thereunder as it may deem necessary or advisable. Decisions of the Plan Administrator within the scope of its administrative functions under the Plan shall be final and binding on all parties who have an interest in the Discretionary Option Grant and Stock Issuance Program under its jurisdiction or any award granted thereunder.

D. Service by Board members on the Primary Committee or the Secondary Committee shall constitute service as a Board member, and Board members of each such committee shall accordingly be entitled to full indemnification and reimbursement as Board members for their service on such committee. No member of the Primary Committee or the Secondary Committee shall be liable for any act or omission made in good faith with respect to the Plan or any option grants under the Plan.

#### **IV. ELIGIBILITY**

A. The persons eligible to participate in the Discretionary Option Grant and Stock Issuance Programs are as follows:

(i) Employees,

(ii) non-employee Board members, and

(iii) consultants and other independent advisors who provide services to the Corporation (or any Parent or Subsidiary); provided that the identity of such person, the nature of such services or the entity to which such services are provided would not preclude the Corporation from offering or selling securities to such person pursuant to the Plan in reliance on either the exemption from registration provided by Rule 701 under the Securities Act or, if the Corporation is required to file reports pursuant to Section 13 or 15(d) of the Exchange Act, registration on a Form S-8 Registration Statement under the Securities Act.

B. Each Plan Administrator shall, within the scope of its administrative jurisdiction under the Plan, have full authority (subject to the provisions of the Plan) to determine (i) with respect to the Discretionary Option Grant Program, which eligible persons are to receive awards under the Discretionary Option Grant Program, the time or times when such awards are to be made, the number of shares to be covered by each such grant, the status of an option as either an Incentive Option or a Non-Statutory Option, the time or times when each award is to become exercisable, the vesting schedule (if any) applicable to the award, the maximum term for which the award is to remain outstanding, and whether to modify or amend each award,



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including the discretionary authority to extend the post-termination exercisability period of awards longer than is otherwise provided for in the Plan, and (ii) with respect to awards granted under the Stock Issuance Program, which eligible persons are to receive awards, the time or times when such awards are to be made, the number of shares subject to awards to be issued to each Participant, the vesting schedule (if any) applicable to the awards, the consideration, if any, to be paid for shares subject to such awards and the form (cash, shares of Common Stock, or a combination thereof) in which the award is to be settled.

#### **V. STOCK SUBJECT TO THE PLAN**

A. The stock issuable under the Plan shall be shares of authorized but unissued or reacquired Common Stock, including shares repurchased by the Corporation on the open market. Subject to the provisions in the Plan, the maximum number of shares of Common Stock which may be issued over the term of the Plan shall not exceed 1,461,464 shares (the “*Share Reserve*”).

B. Subject to the provisions in the Plan, no one person participating in the Plan may receive stock options under the Plan for more than the number of shares of Common Stock equal to the Share Reserve in the aggregate per calendar year. No more than the number of shares of Common Stock equal to the Share Reserve in the aggregate may be issued as Incentive Options.

C. Shares of Common Stock subject to outstanding options shall be available for subsequent issuance under the Plan to the extent the options expire or terminate for any reason prior to exercise in full. In addition, any unvested shares issued under the Plan and subsequently repurchased or reacquired by the Corporation pursuant to the Corporation’s repurchase rights under the Plan shall be added back to the number of shares of Common Stock reserved for issuance under the Plan and shall accordingly be available for reissuance through one or more subsequent awards under the Plan. Should the exercise price of an award under the Plan be paid with shares of Common Stock or should shares of Common Stock otherwise issuable under the Plan be withheld by the Corporation in satisfaction of the withholding taxes incurred in connection with the exercise of an award or the vesting or disposition of exercised shares or stock issuances under the Plan, then the number of shares of Common Stock available for issuance under the Plan shall be reduced by the gross number of shares for which the award is exercised or the gross number of exercised shares or stock issuances which vest, and not by the net number of shares of Common Stock issued to the holder of such award or exercised shares or stock issuances.

D. Should any change be made to the Common Stock by reason of any stock split, stock dividend, recapitalization, combination of shares, exchange of shares or other change affecting the outstanding Common Stock as a class without the Corporation’s receipt of consideration, appropriate adjustments shall be made to (i) the maximum number and/or class of securities issuable under the Plan, (ii) the maximum number and/or class of securities for which any one person may be granted stock options or awards under the Stock Issuance Program per calendar year, and (iii) the number and/or class of securities and the exercise price per share in effect under each outstanding award in order to prevent the dilution or enlargement of benefits thereunder; provided, however, that the Plan Administrator shall make adjustments to the Plan and awards under the Plan as required by applicable state and federal securities laws to the extent

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the Corporation is relying upon an exemption afforded thereby with respect to any such award. The adjustments determined by the Plan Administrator shall be final, binding and conclusive and shall be afforded the maximum deference permitted under the law.

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ARTICLE TWO

**DISCRETIONARY OPTION GRANT PROGRAM**

**I. OPTION TERMS**

Each option shall be evidenced by one or more documents in the form approved by the Plan Administrator; provided, however, that each such document shall comply with the terms specified below. Each document evidencing an Incentive Option shall, in addition, be subject to the provisions of the Plan applicable to such options.

**A. Exercise Price.**

1. The exercise price per share shall be fixed by the Plan Administrator but shall not be less than one hundred percent (100%) of the Fair Market Value per share of Common Stock on the option grant date.

2. The exercise price shall become immediately due upon exercise of the option and shall be payable in one or more of the forms specified by the Plan Administrator, including without limitation, by one of the following forms of consideration:

(i) cash or check made payable to the Corporation,

(ii) shares of Common Stock held for the requisite period necessary to avoid a charge to the Corporation's earnings for financial reporting purposes and valued at Fair Market Value on the Exercise Date, or

(iii) to the extent the option is exercised for vested shares, through a special sale and remittance procedure pursuant to which the Optionee shall concurrently provide irrevocable instructions to (a) a brokerage firm reasonably satisfactory to the Corporation for purposes of administering such procedure to effect the immediate sale of the purchased shares and remit to the Corporation, out of the sale proceeds available on the settlement date, sufficient funds to cover the aggregate exercise price payable for the purchased shares plus all applicable Federal, state and local income and employment taxes required to be withheld by the Corporation by reason of such exercise and (b) the Corporation to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale transaction.

Except to the extent such sale and remittance procedure is utilized, payment of the exercise price for the purchased shares must be made on the Exercise Date.

**B. Exercise and Term of Options.** Each option shall be exercisable at such time or times, during such period and for such number of shares as shall be determined by the Plan Administrator and set forth in the documents evidencing the option. However, no option shall have a term in excess of seven (7) years measured from the option grant date.

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**C. Effect of Termination of Service.**

1. The following provisions shall govern the exercise of any options held by the Optionee at the time of cessation of Service or death:

(i) Any option outstanding at the time of the Optionee's cessation of Service for any reason shall remain exercisable for such period of time thereafter as shall be determined by the Plan Administrator and set forth in the documents evidencing the option, but no such option shall be exercisable after the expiration of the option term.

(ii) Any option exercisable in whole or in part by the Optionee at the time of death may be exercised subsequently by the personal representative of the Optionee's estate or by the person or persons to whom the option is transferred pursuant to the Optionee's will or in accordance with the laws of descent and distribution.

(iii) During the applicable post-Service exercise period, the option may not be exercised in the aggregate for more than the number of vested shares for which the option is exercisable on the date of the Optionee's cessation of Service. Upon the expiration of the applicable exercise period or (if earlier) upon the expiration of the option term, the option shall terminate and cease to be outstanding for any vested shares for which the option has not been exercised. However, the option shall, immediately upon the Optionee's cessation of Service, terminate and cease to be outstanding to the extent the option is not otherwise at that time exercisable for vested shares.

(iv) Should the Optionee's Service be terminated for Misconduct, then all outstanding options held by the Optionee shall terminate immediately and cease to be outstanding.

2. The Plan Administrator shall have the discretion, exercisable either at the time an option is granted or at any time while the option remains outstanding, to extend the period of time for which the option is to remain exercisable following the Optionee's cessation of Service from the period otherwise in effect for that option to such greater period of time as the Plan Administrator shall deem appropriate, but in no event beyond the expiration of the option term.

**D. Stockholder Rights.** The holder of an option shall have no stockholder rights with respect to the shares subject to the option until such person shall have exercised the option, paid the exercise price and become a holder of record of the purchased shares.

**E. Repurchase Rights.** The Plan Administrator shall have the discretion to grant options which are exercisable for unvested shares of Common Stock. Should the Optionee cease Service while holding such unvested shares, the Corporation shall have the right to repurchase, at the exercise price paid per share, any or all of those unvested shares. The terms

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upon which such repurchase right shall be exercisable (including the period and procedure for exercise and the appropriate vesting schedule for the purchased shares) shall be established by the Plan Administrator and set forth in the document evidencing such repurchase right.

F. **Limited Transferability of Options.** During the lifetime of the Optionee, Incentive Options shall be exercisable only by the Optionee and shall not be assignable or transferable other than by will or by the laws of inheritance following the Optionee's death. However, Non-Statutory Options may be assigned in whole or in part during the Optionee's lifetime to one or more members of the Optionee's family or to a trust established exclusively for one or more such family members or the Optionee's former spouse, to the extent such assignment is in connection with the Optionee's estate plan, or to the Optionee's former spouse pursuant to a domestic relations order. The person or persons who acquire a proprietary interest in the option pursuant to the assignment may only exercise the assigned portion. The terms applicable to the assigned portion shall be the same as those in effect for the option immediately prior to such assignment and shall be set forth in such documents issued to the assignee as the Plan Administrator may deem appropriate.

## II. INCENTIVE OPTIONS

The terms specified below shall be applicable to all Incentive Options. Except as modified by the provisions of this Section II, all the provisions of Articles One, Two and Seven shall be applicable to Incentive Options. Options which are specifically designated as Non-Statutory Options when issued under the Plan shall not be subject to the terms of this Section II.

A. **Eligibility.** Incentive Options may only be granted to Employees.

B. **Dollar Limitation.** The aggregate Fair Market Value of the shares of Common Stock (determined as of the respective date or dates of grant) for which one or more options granted to any Employee under the Plan (or any other option plan of the Corporation or any Parent or Subsidiary) may for the first time become exercisable as Incentive Options during any one (1) calendar year shall not exceed the sum of One Hundred Thousand Dollars (\$100,000). To the extent the Employee holds two (2) or more such options which become exercisable for the first time in the same calendar year, the foregoing limitation on the exercisability of such options as Incentive Options shall be applied on the basis of the order in which such options are granted.

C. **10% Stockholder.** If any Employee to whom an Incentive Option is granted is a 10% Stockholder, then the exercise price per share shall not be less than one hundred ten percent (110%) of the Fair Market Value per share of Common Stock on the option grant date, and the option term shall not exceed five (5) years measured from the option grant date

D. **Leaves of Absence.** No leave of absence may exceed three (3) months, unless reemployment upon expiration of such leave is guaranteed by law or contract and, if reemployment is not so guaranteed, then six (6) months following the first day of such leave, any Incentive Option held by an Optionee will cease to be treated as an Incentive Option and will be treated for tax purposes as a Non-Statutory Stock Option.

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### III. CORPORATE TRANSACTION/CHANGE IN CONTROL

A. Each option, to the extent outstanding under the Plan at the time of a Corporate Transaction but not otherwise exercisable for all the option shares, shall automatically accelerate so that each such option shall, immediately prior to the effective date of the Corporate Transaction, become exercisable for all of the shares of Common Stock at the time subject to such option and may be exercised for any or all of those shares as fully-vested shares of Common Stock. However, an outstanding option shall not become exercisable on such an accelerated basis if and to the extent: (i) such option is, in connection with the Corporate Transaction, to be assumed by the successor corporation (or parent thereof) or replaced with a comparable option to purchase shares of the capital stock of the successor corporation (or parent thereof), (ii) such option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing on the unvested option shares at the time of the Corporate Transaction and provides for subsequent payout in accordance with the same vesting schedule applicable to those option shares, subject to the requirements of Section 409A of the Code or (iii) the acceleration of such option is subject to other limitations imposed by the Plan Administrator at the time of the option grant. The determination of option comparability under clause (i) above shall be made by the Plan Administrator, and its determination shall be final, binding and conclusive.

B. All outstanding repurchase rights shall also terminate automatically, and the shares of Common Stock subject to those terminated rights shall immediately vest in full, in the event of any Corporate Transaction, except to the extent: (i) those repurchase rights are to be assigned to the successor corporation (or parent thereof) in connection with such Corporate Transaction or (ii) such accelerated vesting is precluded by other limitations imposed by the Plan Administrator at the time the repurchase right is issued.

C. Immediately following the consummation of the Corporate Transaction, all outstanding options shall terminate and cease to be outstanding, except to the extent assumed by the successor corporation (or parent thereof).

D. Each option which is assumed in connection with a Corporate Transaction shall be appropriately adjusted, immediately after such Corporate Transaction, to apply to the number and class of securities which would have been issuable to the Optionee in consummation of such Corporate Transaction had the option been exercised immediately prior to such Corporate Transaction. Appropriate adjustments to reflect such Corporate Transaction shall also be made to (i) the exercise price payable per share under each outstanding option, provided the aggregate exercise price payable for such securities shall remain the same, (ii) the maximum number and/or class of securities available for issuance over the remaining term of the Plan and (iii) the maximum number and/or class of securities for which any one person may be granted stock options under the Plan per calendar year.

E. The Plan Administrator shall have the full power and authority to accelerate the vesting of options granted under the Discretionary Option Grant Program upon a Corporate Transaction or Change in Control or upon an event or events occurring in connection with such transactions. The portion of any Incentive Option accelerated in connection with a

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Corporate Transaction or Change in Control shall remain exercisable as an Incentive Option only to the extent the applicable One Hundred Thousand Dollar limitation is not exceeded. To the extent such dollar limitation is exceeded, the accelerated portion of such option shall be exercisable as a Non-Qualified Option under the Federal tax laws.

F. For the avoidance of doubt and notwithstanding anything herein to the contrary in no event shall the vesting of options granted under this Plan be subject to direct or indirect acceleration of vesting pursuant to the terms of this Article Two, Section III as a result of the consummation of the transactions contemplated by that certain Agreement and Plan of Merger, dated December 18, 2015, by and among the Corporation, NetApp, Inc., a Delaware corporation ("*Parent*"), and Sonoma Merger Corp., a Delaware corporation and a wholly owned subsidiary of Parent (the "*Merger Agreement*").

G. The outstanding options shall in no way affect the right of the Corporation to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

#### **IV. REPRICING OR CANCELLATION AND REGRANT OF AWARDS**

The Plan Administrator may not modify or amend a stock option to reduce the exercise price of such stock option after it has been granted (except for adjustments made pursuant to Article One Section V.D.), unless approved by the Corporation's stockholders and neither may the Plan Administrator, without the approval of the Corporation's stockholders, cancel any outstanding stock option and immediately replace it with a new stock option with a lower exercise price, awards of a different type, and/or cash.

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**ARTICLE THREE**

**RESERVED**



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**ARTICLE FOUR**

**STOCK ISSUANCE PROGRAM**

**I. STOCK ISSUANCE TERMS**

Shares of Common Stock may be issued under the Stock Issuance Program through direct and immediate issuances without any intervening option grants. Each such stock issuance shall be evidenced by a Stock Issuance Agreement which complies with the terms specified below. Shares of Common Stock may also be issued under the Stock Issuance Program pursuant to grants of restricted stock and restricted stock units which entitle the recipients to retain or receive, as applicable, the shares underlying the award upon the attainment of designated performance goals or the satisfaction of specified Service requirements. The Plan Administrator, in its sole discretion, shall determine the number of shares of Common Stock and/or restricted stock units to be granted to each Participant.

**A. Purchase Price.**

1. The purchase price per share of Common Stock, if any, shall be fixed by the Plan Administrator.

2. Shares of Common Stock may be issued under the Stock Issuance Program for any item of consideration which the Plan Administrator may deem appropriate in each individual instance, including, without limitation, the following:

- (i) cash or check made payable to the Corporation, or
- (ii) past services rendered to the Corporation (or any Parent or Subsidiary).

**B. Vesting/Issuance Provisions.**

1. The Plan Administrator may issue shares of Common Stock under the Stock Issuance Program which are fully and immediately vested upon issuance or which are to vest in one or more installments over the Participant's period of Service or upon attainment of specified performance objectives. Shares of Common Stock may also be issued under the Stock Issuance Program pursuant to restricted stock units which entitle the recipients to receive the shares underlying the restricted stock units and which vest in one or more installments over the Participant's period of Service or upon attainment of specified performance objectives. The elements of the vesting schedule applicable to any awards granted under the Stock Issuance Program, namely:

- (i) the Service period to be completed by the Participant or the performance objectives to be attained,

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(ii) the number of installments in which the awards are to vest,  
(iii) the interval or intervals (if any) which are to lapse between installments, and  
(iv) the effect which death, Permanent Disability or other event designated by the Plan Administrator is to have upon the vesting schedule,

shall be determined by the Plan Administrator and incorporated into the Stock Issuance Agreement.

2. Any new, substituted or additional securities or other property (including money paid other than as a regular cash dividend) which the Participant may have the right to receive with respect to his or her unvested shares of Common Stock by reason of any stock dividend, stock split, recapitalization, combination of shares, exchange of shares or other change affecting the outstanding Common Stock as a class without the Corporation's receipt of consideration shall be issued subject to (i) the same vesting requirements applicable to the Participant's unvested shares of Common Stock and (ii) such escrow arrangements as the Plan Administrator shall deem appropriate.

3. The Participant shall have full stockholder rights with respect to any shares of Common Stock issued to the Participant under the Stock Issuance Program (for these purposes, shares to be issued upon settlement of a restricted stock unit award will not be issued until the award has actually been settled), whether or not the Participant's interest in those shares is vested. Accordingly, the Participant shall have the right to vote such shares and to receive any regular cash dividends paid on such shares.

4. Should the Participant cease to remain in Service while holding one or more unvested shares of Common Stock issued under the Stock Issuance Program or should the performance objectives not be attained with respect to one or more such unvested shares of Common Stock, then those shares shall be immediately surrendered to the Corporation for cancellation, and the Participant shall have no further stockholder rights with respect to those shares. To the extent the surrendered shares were previously issued to the Participant for cash consideration, unless the Plan Administrator provides otherwise, the Corporation shall repay that consideration to the Participant at the time the shares are surrendered.

5. The Plan Administrator may in its discretion waive the surrender and cancellation of one or more unvested shares of Common Stock (or other assets attributable thereto) which would otherwise occur upon the cessation of the Participant's Service or the non-attainment of the performance objectives applicable to those shares. Such waiver shall result in the immediate vesting of the Participant's interest in the shares of Common Stock as to which the waiver applies. Such waiver may be effected at any time, whether before or after the Participant's cessation of Service or the attainment or non-attainment of the applicable performance objectives.

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6. Outstanding restricted stock units under the Stock Issuance Program shall automatically terminate, and no shares of Common Stock shall actually be issued in satisfaction of those awards, if the performance goals or Service requirements established for such awards are not attained or satisfied. The Plan Administrator, however, shall have the discretionary authority to issue shares of Common Stock under outstanding awards in satisfaction of one or more outstanding restricted stock unit awards as to which the designated performance goals are not attained or satisfied. On the date set forth in the Stock Issuance Agreement, all unearned restricted stock units shall be forfeited to the Corporation.

7. Upon meeting the applicable vesting criteria, the Participant shall be entitled to a payout of restricted stock units as specified in the Stock Issuance Agreement. Notwithstanding the foregoing, after the grant of restricted stock units, the Plan Administrator, in its sole discretion, may reduce or waive any performance objectives or other vesting provisions for such restricted stock units. Payment of earned restricted stock units shall be made as soon as practicable after the date(s) set forth in the Stock Issuance Agreement or as otherwise provided in the applicable Stock Issuance Agreement or as required by applicable laws. The Plan Administrator, in its sole discretion, may pay earned restricted stock units in cash, in shares of Common Stock (which have an aggregate Fair Market Value equal to the value of the earned restricted stock units), or a combination thereof.

## **II. CORPORATE TRANSACTION/CHANGE IN CONTROL**

A. All of the Corporation's outstanding repurchase rights under the Stock Issuance Program shall terminate automatically, and all the shares of Common Stock subject to those terminated rights and the awards issued under the Stock Issuance Program shall immediately vest in full (with all performance goals or other vesting criteria deemed achieved at target levels), in the event of any Corporate Transaction, except to the extent (i) the awards as to which those repurchase rights or other vesting criteria pertain are to be assigned to the successor corporation (or parent thereof) in connection with such Corporate Transaction or (ii) such accelerated vesting is precluded by other limitations imposed in the Stock Issuance Agreement.

B. The Plan Administrator shall have the discretionary authority, exercisable either at the time the unvested shares are issued or any time while the Corporation's repurchase rights remain outstanding under the Stock Issuance Program or while the awards under the Stock Issuance Program are unvested, to provide that those rights or awards shall automatically terminate in whole or in part, and the shares of Common Stock subject to those terminated rights or awards shall immediately vest upon a Corporate Transaction or Change in Control or upon an event or events associated with such transactions

C. For the avoidance of doubt and notwithstanding anything herein to the contrary, in no event shall the vesting of rights or awards granted under this Plan be subject to direct or indirect acceleration of vesting pursuant to the terms of this Article Four, Section II as a result of the consummation of the transactions contemplated by the Merger Agreement.

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**III. SHARE ESCROW/LEGENDS**

Unvested shares may, in the Plan Administrator's discretion, be held in escrow by the Corporation until the Participant's interest in such shares vests or may be issued directly to the Participant with restrictive legends on the certificates evidencing those unvested shares.

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ARTICLE FIVE

**RESERVED**

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**ARTICLE SIX**

**RESERVED**

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**ARTICLE SEVEN**

**MISCELLANEOUS**

**I. TAX WITHHOLDING**

A. The Corporation's obligation to deliver shares of Common Stock upon the exercise or issuance of awards or vesting of such shares under the Plan shall be subject to the satisfaction of all applicable Federal, state and local income and employment tax withholding requirements.

B. The Plan Administrator may, in its discretion, provide any or all holders of unexercised or unvested awards under the Plan with the right to use shares of Common Stock in satisfaction of all or part of the minimum Withholding Taxes to which such holders become subject in connection with the exercise of their awards or the vesting or disposition of their shares issued pursuant thereto. Such right may be provided to any such holder in either or both of the following formats:

(i) **Stock Withholding**: The election to have the Corporation withhold, from the shares of Common Stock otherwise issuable upon the exercise of such award, the vesting or issuance of such shares or upon disposition of the shares, a portion of those shares with an aggregate Fair Market Value equal to the percentage of the Withholding Taxes (not to exceed one hundred percent (100%) of the minimum amount required to be withheld) designated by the holder.

(ii) **Stock Delivery**: The election to deliver to the Corporation, at the time the award is exercised, the shares vest or are otherwise issued or upon disposition of the shares, one or more shares of Common Stock previously acquired by such holder (other than in connection with the exercise of an award or share vesting triggering the Withholding Taxes) with an aggregate Fair Market Value equal to the percentage of the Withholding Taxes (not to exceed one hundred percent (100%) of the minimum amount required to be withheld) designated by the holder.

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## II. FEDERAL EXCISE TAX UNDER SECTION 4999 OF THE CODE

If any acceleration of vesting pursuant to an equity award granted under the Plan and any other payment or benefit (contingent or otherwise) received or to be received by an Optionee or a Participant (a "**Transaction Payment**") would (A) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (B) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then the Corporation shall cause to be determined, before any amounts of the Transaction Payment are paid, which of the following two alternative forms of payment would maximize after-tax proceeds of any Optionee or a Participant so impacted: (i) payment in full of the entire amount of the Transaction Payment (a "**Full Payment**"), or (ii) payment of only a part of the Transaction Payment so that the impacted Optionee or Participant receives the largest payment possible without the imposition of the Excise Tax (a "**Reduced Payment**"), whichever amount results in receipt, on an after-tax basis, of the greater amount of the Transaction Payment notwithstanding that all or some portion of the Transaction Payment may be subject to the Excise Tax. For purposes of determining whether to make a Full Payment or a Reduced Payment, the Corporation shall cause to be taken into account all applicable federal, state and local income and employment taxes and the Excise Tax (all computed at the highest applicable marginal rate). If a Reduced Payment is made, (x) the Transaction Payment shall be paid only to the extent permitted under the Reduced Payment alternative, and the impacted Optionee or Participant shall have no rights to any additional payments and/or benefits constituting the Transaction Payment, and (y) reduction in payments and/or benefits shall occur in the following order: (1) reduction of cash payments (if any); (2) cancellation of accelerated vesting of equity awards other than stock options; (3) cancellation of accelerated vesting of stock options; and (4) reduction of other benefits (if any) paid to the Optionee or Participant. In the event that acceleration of compensation from equity awards is to be reduced, such acceleration of vesting shall be canceled in the reverse order of the date of grant. The Corporation shall appoint a nationally recognized independent registered public accounting firm or a nationally recognized law firm to make the determinations required hereunder. The Corporation shall bear all expenses with respect to the determinations by such firm required to be made hereunder. If the firm determines that no Excise Tax is payable with respect to the Transaction Payment, either before or after the application of the Reduced Amount, it shall furnish the Corporation with documentation reasonably acceptable to the Corporation that no Excise Tax is reasonably likely to be imposed with respect to such Transaction Payment. Any good faith determinations of the firm made hereunder shall be final, binding and conclusive upon the Corporation and any Optionee or Participant.

## III. EFFECTIVE DATE AND TERM OF THE PLAN

Subject to Section X hereof, the Plan became effective on the Effective Date and shall remain in effect for a term of ten (10) years from the later of (a) the Effective Date, or (b) the earlier of the most recent Board or stockholder approval of an increase in the number of shares reserved for issuance under the Plan, unless subject to earlier termination by the Board. Upon such Plan termination, all outstanding awards and unvested shares issued pursuant to awards shall continue to have force and effect in accordance with the provisions of the documents evidencing such awards.



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**IV. AMENDMENT OF THE PLAN**

A. The Board or the Primary Committee shall have complete and exclusive power and authority to amend or modify the Plan in any or all respects, subject to any stockholder approval which may be required pursuant to applicable laws or regulations; provided, however, that the Board or the Primary Committee may not, without stockholder approval, (i) increase the number of shares of Common Stock authorized for issuance under the Plan, or (ii) materially increase the benefits offered to participants under the Plan. No amendment or modification shall adversely affect any rights and obligations with respect to awards at the time outstanding under the Plan unless the Optionee or Participant consents to such amendment or modification.

**V. REGULATORY APPROVALS**

A. The implementation of the Plan, the granting of any award under the Plan and the issuance of any shares of Common Stock pursuant to an award shall be subject to the Corporation's procurement of all approvals and permits required by regulatory authorities having jurisdiction over the Plan, the awards granted under it and the shares of Common Stock issued pursuant to it.

B. No shares of Common Stock or other assets shall be issued or delivered under the Plan unless and until there shall have been compliance with all applicable requirements of Federal and state securities laws and all applicable listing requirements of any stock exchange (or the Nasdaq National Market, if applicable) on which Common Stock is then listed for trading.

**VI. USE OF PROCEEDS**

Any cash proceeds received by the Corporation from the sale of shares of Common Stock under the Plan shall be used for general corporate purposes.

**VII. NO EMPLOYMENT/SERVICE RIGHTS**

Nothing in the Plan shall confer upon the Optionee or the Participant 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 Corporation (or any Parent or Subsidiary employing or retaining such person) or of the Optionee or the Participant, which rights are hereby expressly reserved by each, to terminate such person's Service at any time for any reason, with or without cause.

**VIII. PROVISION OF INFORMATION**

Beginning on the date that the Corporation is required to deliver information to Optionees and Participants pursuant to Rule 701 of the Securities Act ("**Rule 701**"), the Corporation shall deliver to each Participant such disclosures as are required under paragraphs (e)(3), (4) and (5) of Rule 701 in accordance with Rule 701 (not less frequently than every six (6) months with financial statements being not more than one hundred and eighty (180) days old and

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with such information provided by either physical or electronic delivery to the Optionees and Participants or by written notice to the Optionees and Participants of the availability of such information on an internet site that may be password-protected and of any password needed to access the information). The Corporation may request that an Optionee or Participant agree to keep the information to be provided confidential. If an Optionee or Participant does not agree to keep the information to be provided confidential, then the Corporation will not be required to provide such information unless otherwise required by Rule 701.

#### **IX. STOCKHOLDER APPROVAL**

The Plan or any increase in the maximum aggregate number of shares of Common Stock issuable thereunder as provided in Section 5 of Article One (the “*Authorized Shares*”) shall be approved by a majority of the outstanding securities of the Corporation entitled to vote by the later of a period beginning twelve (12) months before and ending twelve (12) months after the date of adoption thereof by the Board.

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**APPENDIX**

The following definitions shall be in effect under the Plan:

A. **Board** shall mean the Corporation's Board of Directors.

B. **Change in Control** shall mean a change in ownership or control of the Corporation effected through either of the following transactions:

(i) the acquisition, directly or indirectly, by any person or related group of persons (other than the Corporation or a person that directly or indirectly controls, is controlled by, or is under common control with, the Corporation), of beneficial ownership (within the meaning of Rule 13d-3 of the 1934 Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Corporation's outstanding securities pursuant to a tender or exchange offer made directly to the Corporation's stockholders, or

(ii) a change in the composition of the Board over a period of thirty-six (36) 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.

C. **Code** shall mean the Internal Revenue Code of 1986, as amended.

D. **Common Stock** shall mean the Corporation's common stock.

E. **Corporate Transaction** shall mean either of the following stockholder-approved transactions to which the Corporation is a party:

(i) a merger or consolidation in which securities possessing more than fifty percent (50%) of the total combined voting power of the Corporation's outstanding securities are transferred to a person or persons different from the persons holding those securities immediately prior to such transaction; or

(ii) the sale, transfer or other disposition of all or substantially all of the Corporation's assets in complete liquidation or dissolution of the Corporation.

F. **Corporation** shall mean SolidFire, Inc., a Delaware corporation, and any corporate successor to all or substantially all of the assets or voting stock of SolidFire, Inc.

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G. **Discretionary Option Grant Program** shall mean the discretionary option grant program in effect under Article Two of the Plan.

H. **Employee** shall mean an individual who is in the employ of the Corporation (or any Parent or Subsidiary), subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance.

I. **Exercise Date** shall mean the date on which the Corporation shall have received written notice of the option exercise.

J. **Fair Market Value** per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time traded on the Nasdaq National Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as such price is reported by the National Association of Securities Dealers on the Nasdaq National Market and published in *The Wall Street Journal*. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

(ii) If the Common Stock is at the time listed on any Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Plan Administrator to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in *The Wall Street Journal*. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

(iii) In the absence of an established market for the Common Stock, the Fair Market Value thereof shall be determined in good faith by the Plan Administrator.

K. **Incentive Option** shall mean an option which satisfies the requirements of Code Section 422.

L. **Misconduct** shall mean the commission of any act of fraud, embezzlement or dishonesty by the Optionee, any unauthorized use or disclosure by such person of confidential information or trade secrets of the Corporation (or any Parent or Subsidiary), or any other intentional misconduct by such person adversely affecting the business or affairs of the Corporation (or any Parent or Subsidiary) in a material manner. The foregoing definition shall not be deemed to be inclusive of all the acts or omissions which the Corporation (or any Parent or Subsidiary) may consider as grounds for the dismissal or discharge of any Optionee or other person in the Service of the Corporation (or any Parent or Subsidiary).

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M. **1934 Act** shall mean the Securities Exchange Act of 1934, as amended.

N. **Non-Statutory Option** shall mean an option not intended to satisfy the requirements of Code Section 422.

O. **Optionee** shall mean any person to whom an option is granted under the Plan.

P. **Parent** shall mean any corporation (other than the Corporation) in an unbroken chain of corporations ending with the Corporation, provided each corporation in the unbroken chain (other than the Corporation) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

Q. **Participant** shall mean any person who is issued an award under the Stock Issuance Program.

R. **Permanent Disability or Permanently Disabled** shall mean the inability of the Optionee or the Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment expected to result in death or to be of continuous duration of twelve (12) months or more.

S. **Plan** shall mean the Corporation's 2016 Equity Incentive Plan, as set forth in this document.

T. **Plan Administrator** shall mean the particular entity, whether the Board, the Primary Committee, or the Secondary Committee, which is authorized to administer the Discretionary Option Grant and Stock Issuance Programs with respect to one or more classes of eligible persons, to the extent such entity is carrying out its administrative functions under such program with respect to the persons under its jurisdiction.

U. **Plan Effective Date** shall mean January 29, 2016.

V. **Primary Committee** shall mean the committee of two (2) or more non-employee Board members appointed by the Board to administer the Discretionary Option Grant Program with respect to Section 16 Insiders or to determine the terms of, and otherwise administer, any compensation policy adopted by the Corporation for non-employee Board members.

W. **Secondary Committee** shall mean a committee of Board members or of other individuals satisfying applicable laws appointed by the Board to administer the Discretionary Option Grant and Stock Issuance Programs with respect to eligible persons other than Section 16 Insiders.

X. **Section 16 Insider** shall mean an officer or director of the Corporation subject to the short-swing profit liabilities of Section 16 of the 1934 Act.

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Y. **Service** shall mean the provision of services to the Corporation (or any Parent or Subsidiary) by a person in the capacity of an Employee, a non-employee member of the board of directors or a consultant or independent advisor, except to the extent otherwise specifically provided in the documents evidencing the option grant or stock issuance.

Z. **Stock Exchange** shall mean either the American Stock Exchange or the New York Stock Exchange.

AA. **Stock Issuance Agreement** shall mean the agreement entered into by the Corporation and the Participant at the time of issuance of shares of Common Stock or the grant of restricted stock units under the Stock Issuance Program.

BB. **Stock Issuance Program** shall mean the stock issuance program in effect under Article Four of the Plan.

CC. **Subsidiary** shall mean any corporation (other than the Corporation) in an unbroken chain of corporations beginning with the Corporation, provided each corporation (other than the last corporation) in the unbroken chain owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

DD. **10% Stockholder** shall mean the owner of stock (as determined under Code Section 424(d)) possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Corporation (or any Parent or Subsidiary).

EE. **Withholding Taxes** shall mean the Federal, state and local income and employment withholding taxes to which the holder of options or unvested shares of Common Stock becomes subject in connection with the exercise of those options, or the vesting of those shares or upon the disposition of shares acquired pursuant to an option or stock issuance.

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SOLIDFIRE, INC.

**RESTRICTED STOCK UNIT AGREEMENT**

SolidFire, Inc. (the “*Company*”) hereby grants you, (the “*Participant*”), an award of restricted stock units (“*Restricted Stock Units*”) under the SolidFire, Inc. 2016 Equity Incentive Plan (the “*Plan*”) effective as of immediately prior to the closing of the transactions contemplated by that certain Agreement and Plan of Merger, dated December 18, 2015, by and among the Company, NetApp, Inc., a Delaware corporation (“*Parent*”), and Sonoma Merger Corp., a Delaware corporation and a wholly owned subsidiary of Parent, (such transactions, the “*Merger*,” such agreement, the “*Merger Agreement*” and the date of such closing, the “*Effective Date*”). Subject to the provisions of Appendix A (attached), Appendix B (attached) and of the Plan, the principal features of this award are as follows:

Participant:

Grant Date:

Grant Number:

Number of Restricted Stock Units:

Vesting Commencement Date:

Vesting of Restricted Stock Units: The Restricted Stock Units will vest according to the following schedule:

[Twenty-five percent (25%) of the Restricted Stock Units will vest on the first annual anniversary of the Vesting Commencement Date, and on each of the next three annual anniversary dates thereafter, subject to Participant’s continuous Service through each such date.]

[Fifty percent (50%) of the Restricted Stock Units will vest on each of the first and second anniversaries of the Vesting Commencement Date, subject to Participant’s continuous Service through each such date.]

Unless otherwise defined herein or in Appendix A or Appendix B, capitalized terms herein or in Appendix A or Appendix B will have the defined meanings ascribed to them in the Plan.

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By Participant's signature and the signature of the representative of the Company below, Participant acknowledges and agrees to the terms of the Restricted Stock Unit Agreement (the "*Agreement*") and understands that his or her signature will result in a contract between Participant and the Company with respect to this award of Restricted Stock Units. Participant agrees and acknowledges that Participant's signature below indicates Participant's agreement and understanding that this award of Restricted Stock Units is subject to all of the terms and conditions contained in Appendix A, Appendix B and the Plan. For example, important additional information on vesting and forfeiture of the Restricted Stock Units is contained in Paragraphs 3 through 5 of Appendix A. PLEASE BE SURE TO READ ALL OF APPENDIX A AND APPENDIX B (FOR THE PARTICULAR COUNTRY THAT APPLIES TO PARTICIPANT, WHICH CONTAINS THE SPECIFIC TERMS AND CONDITIONS OF THIS AGREEMENT).

Participant should retain a copy of Participant's signed Agreement. A copy of the Plan is available upon request made to Stock Administration.

PARTICIPANT:

SOLIDFIRE, INC.:

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Signature

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Signature

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Print Name

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Print Name / Title

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Date

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Date



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**APPENDIX A**

**TERMS AND CONDITIONS OF RESTRICTED STOCK UNITS**

Grant #

1. **Grant.** The Company hereby grants to the Participant under the Plan an award of Restricted Stock Units, subject to all of the terms and conditions in this Agreement and the Plan.

2. **Company's Obligation to Pay.** Each Restricted Stock Unit represents the right to receive a share of Common Stock on the date it becomes vested. Unless and until the Restricted Stock Units will have vested in the manner set forth in paragraphs 3 and 4, the Participant will have no right to payment of any such Restricted Stock Units. Prior to actual payment of any vested Restricted Stock Units, such Restricted Stock Units will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

3. **Vesting Schedule.** Subject to paragraph 4, the Restricted Stock Units awarded by this Agreement will vest according to the vesting schedule set forth on the attached Restricted Stock Unit Agreement, subject to the Participant's continuous Service through each such date. [For the purposes of clarification, subject to Applicable Laws, Service shall not include any notice of termination period (e.g., garden leave, etc.) during which the Participant is not providing active Service to the Company or one of its affiliates.]

4. **Forfeiture upon Termination of Continuous Service.** Notwithstanding any contrary provision of this Agreement, if the Participant's continuous Service terminates for any or no reason, the then-unvested Restricted Stock Units awarded by this Agreement will thereupon be forfeited at no cost to the Company and the Participant will have no further rights thereunder.

5. **Payment after Vesting.**

(a) Any Restricted Stock Units that vest in accordance with paragraph 3 will be paid to the Participant (or in the event of the Participant's death, to his or her estate) in whole shares of Common Stock, provided that to the extent determined appropriate by the Company, any federal, state and local withholding taxes (including but not limited to income tax, payment on account and social insurance contributions) with respect to such Restricted Stock Units will be paid by reducing the number of shares actually paid to the Participant (see Section 7). Subject to the provisions of Sections 2 and 5(b), vested Restricted Stock Units will be paid in whole shares of Common Stock as soon as practicable after vesting, but in each such case no later than the date that is two-and-one-half (2 1/2) months from the later of (i) the end of the Company's tax year that includes the vesting date, or (ii) the end of Participant's tax year that includes the vesting date.

(b) Notwithstanding anything in the Plan or this Agreement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the Restricted Stock Units is

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accelerated in connection with Participant's termination of continuous Service (provided that such termination is a "separation from service" within the meaning of Section 409A to the extent Section 409A is applicable, as determined by the Company), other than due to death, and if (x) Participant is a "specified employee" within the meaning of Section 409A at the time of such termination of continuous Service and (y) the payment of such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if paid to Participant on or within the six (6) month period following Participant's termination of continuous Service, then the payment of such accelerated Restricted Stock Units will not be made until the date six (6) months and one (1) day following the date of Participant's termination of continuous Service, unless Participant dies following his or her termination, in which case, the Restricted Stock Units will be paid in shares of Common Stock in accordance with Section 6 as soon as practicable following his or her death. It is the intent of this Agreement to comply with the requirements of Section 409A so that none of the Restricted Stock Units provided under this Agreement or shares of Common Stock issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. For purposes of this Agreement, "**Section 409A**" means Section 409A of the Internal Revenue Code of 1986, as amended, and any proposed, temporary or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

6. **Payments after Death.** Any distribution or delivery to be made to the Participant under this Agreement will, if the Participant is then deceased, be made to the Participant's designated beneficiary or in accordance with applicable local laws, or if no beneficiary survives the Participant, administrator or executor of the Participant's estate or other party entitled to the rights under applicable local laws. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

7. **Withholding of Taxes.** Notwithstanding any contrary provision of this Agreement, no Shares of Common Stock will be issued to the Participant, unless and until satisfactory arrangements (as determined by the Plan Administrator) will have been made by the Participant with respect to the payment of income (including federal, state, foreign and local taxes), employment, social insurance, payroll tax, payment on account and other taxes which the Company determines must be withheld with respect to such shares of Common Stock so issuable (the "**Withholding Taxes**"). Participant acknowledges that the ultimate liability for all Withholding Taxes legally due by the Participant is and remains the Participant's responsibility and that the Company and/or the Participant's actual employer (the "**Employer**") (i) make no representations or undertakings regarding the treatment of any Withholding Taxes in connection with any aspect of the Restricted Stock Units, including the grant of the Restricted Stock Units, the vesting of Restricted Stock Units, the settlement of the Restricted Stock Units in shares of Common Stock or the receipt of an equivalent cash payment, the subsequent sale of any shares of Common Stock acquired at vesting and the receipt of any dividends; and (ii) do not commit to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate the Participant's liability for Withholding Taxes.

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To satisfy the Withholding Taxes, the Company may withhold otherwise deliverable shares of Common Stock upon vesting of Restricted Stock Units, according to the vesting schedule, having a Fair Market Value equal to the minimum amount required to be withheld for the payment of the Withholding Taxes pursuant to such procedures as the Plan Administrator may specify from time to time. The Company will not retain fractional shares of Common Stock to satisfy any portion of the Withholding Taxes. If the Plan Administrator determines that the withholding of whole shares of Common Stock results in an over-withholding to meet the minimum tax withholding requirements, a reimbursement will be made to the Participant as soon as administratively possible.

If the Company does not withhold in shares of Common Stock as described above, prior to the issuance of shares of Common Stock upon vesting of Restricted Stock Units or the receipt of an equivalent cash payment, the Participant shall pay, or make adequate arrangements satisfactory to the Company or to the Employer (in their sole discretion) to satisfy all withholding and payment on account obligations of the Company and/or the Employer. In this regard, the Participant authorizes the Company or the Employer to withhold all applicable Withholding Taxes legally payable by the Participant from the Participant's wages or other cash compensation payable to the Participant by the Company or the Employer or from any equivalent cash payment received upon vesting of the Restricted Stock Units. Alternatively, or in addition, if permissible under local law, the Participant may instruct and authorize the Plan Administrator to pay Withholding Taxes, in whole or in part, by one of the additional following alternatives:

(a) the Participant providing irrevocable instructions to a Company-designated broker to deliver cash to the Company (or the Employer) from the Participant's previously established account with such broker equal to the Withholding Taxes; or

(b) the Participant providing irrevocable instructions to a Company-designated broker to sell a sufficient number of shares of Common Stock otherwise deliverable to the Participant having a Fair Market Value equal to the Withholding Taxes, provided that such sale does not violate Company policy or Applicable Laws.

If the Participant fails to make satisfactory arrangements for the payment of the Withholding Taxes hereunder at the time any applicable Restricted Stock Units otherwise are scheduled to vest pursuant to Section 3, the Participant will permanently forfeit such Restricted Stock Units and any shares of Common Stock otherwise deliverable with respect thereto, and the Restricted Stock Units will not be issued to Participant.

8. **Rights as Stockholder**. Neither the Participant nor any person claiming under or through the Participant will have any of the rights or privileges of a stockholder of the Company in respect of any shares of Common Stock deliverable hereunder (if any) unless and until certificates representing such shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to the Participant.

9. **No Effect on Service**. The Participant's service with the Company and its Subsidiaries is on an at-will basis only unless contrary to the terms of an employment agreement or applicable local law. Accordingly, the terms of the Participant's service with the Company

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and its Subsidiaries will be determined from time to time by the Company or the Subsidiary employing or retaining the Participant (as the case may be), and the Company or the Subsidiary, as applicable, will have the right, which is hereby expressly reserved, to terminate or change the terms of the employment or service of the Participant at any time for any reason whatsoever, with or without good cause subject to the terms of the Participant's employment agreement or applicable local law.

10. **Address for Notices.** Any notice to be given to the Company under the terms of this Agreement prior to the Effective Time will be addressed to SolidFire, Inc. at 1600 Pearl St. Suite 200, Boulder, CO 80302, Attn: Chief Executive Officer and after the Effective Time will be addressed to NetApp, Inc. at 495 East Java Drive, Sunnyvale, CA 94089, Attn: Stock Administration, or at such other address as the Company may hereafter designate in writing.

11. **Grant is Not Transferable.** Except to the limited extent provided in paragraph 6, this grant and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this grant, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this grant and the rights and privileges conferred hereby immediately will become null and void.

12. **Leave of Absence.** The vesting of Restricted Stock Units will not be suspended and will continue in accordance with the vesting schedule under this Agreement during Participant's authorized leave of absence from the Corporation, or the Parent or Subsidiary employing Participant, subject to the remaining terms of this Agreement and the Plan.

13. **Binding Agreement.** Subject to the limitation on the transferability of this grant contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

14. **Additional Conditions to Issuance of Stock.** If at any time the Company determines, in its discretion, that the listing, registration or qualification of the shares of Common Stock upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of shares to the Participant (or his or her estate), such issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company. Where the Company determines that the delivery of the payment of any shares of Common Stock will violate federal securities laws or other applicable laws, the Company will defer delivery until the earliest date at which the Company reasonably anticipates that the delivery of shares will no longer cause such violation (to the extent such deferral is not in violation of such laws). The Company will make all reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority.

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15. **Plan Governs.** This Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan will govern.

16. **Administrator Authority.** The Plan Administrator will have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Plan Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. No member of the Plan Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement.

17. **Captions.** Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

18. **Agreement Severable.** In the event that any provision in this Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

19. **Labor Law.** By accepting this award of Restricted Stock Units, the Participant acknowledges that: (a) the grant of this award of Restricted Stock Units is a one-time benefit which does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units; (b) all determinations with respect to any future grants, including, but not limited to, the times when the Restricted Stock Units shall be granted, the number of shares of Common Stock issuable pursuant to each award of Restricted Stock Units, the time or times when Restricted Stock Units shall vest, will be at the sole discretion of the Company; (c) the Participant's participation in the Plan is voluntary; (d) this award of Restricted Stock Units is an extraordinary item of compensation which is outside the scope of the Participant's employment contract, if any; (e) this award of Restricted Stock Units is not part of the Participant's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (f) the vesting of this award of Restricted Stock Units ceases upon termination of Service for any reason except as may otherwise be explicitly provided in the Plan or this Agreement; (g) the future value of the underlying shares of Common Stock is unknown and cannot be predicted with certainty; (h) this award of Restricted Stock Units has been granted to the Participant in the Participant's status as an Employee, a non-employee member of the Board or a consultant or independent advisor of the Company or its Parent or Subsidiary; (i) any claims resulting from this award of Restricted Stock Units shall be enforceable, if at all, against the Company; (j) in consideration of the grant of this award, no claim or entitlement to compensation or damages shall arise from termination of the award or diminution in value of the award or any of the shares issuable under the award from termination of Participant's Service by the Company or Employer, as applicable (and for any reason whatsoever and whether or not in breach of contract or local labor laws), and Participant

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irrevocably releases his or her Employer, the Company and its Subsidiaries, as applicable, 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, Participant shall be deemed to have irrevocably waived his or her entitlement to pursue such claim; and (k) in the event that Employer is not the Company, the grant of the award will not be interpreted to form an employment contract or relationship with the Company and, furthermore, the grant of the Restricted Stock Units will not be interpreted to form an employment contract with the Employer or any Subsidiary.

**20. Disclosure of Participant Information.** Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Agreement by and among, as applicable, Participant's employer, the Company and its Subsidiaries for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. For Participants outside the U.S., Participant understands that Participant's employer, the Company and its Subsidiaries, as applicable, hold certain personal information about Participant regarding Participant's employment, the nature and amount of Participant's compensation and the fact and conditions of Participant's participation in the Plan, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, health, job title, any shares of stock or directorships held in the Company and its Subsidiaries, details of all Restricted Stock Units, awards or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the purpose of implementing, administering and managing the Plan (the "Data"). Participant understands that the Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including without limitation legal counsel or a broker or such other stock plan service provider as may be selected by the Company in the future, that these recipients may be located in Participant's country, or elsewhere, and that the recipient's country may have different, including less stringent, data privacy laws and protections than Participant's country. Participant understands that Participant may request a list with the names and addresses of any potential recipients of the Data by contacting Participant's local human resources representative. Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party. Participant understands that the Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that Participant may, at any time, view the Data request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing Participant's local human resources representative. Participant understands, however, that refusing or withdrawing Participant's consent may affect Participant's ability to participate in the Plan. *If Participant does not consent, or if Participant later seeks to revoke consent, Participant's employment status or career with the Company or the employer will not be adversely affected; the only adverse consequence of refusing or withdrawing consent is that the Company would not be able to grant Restricted Stock Units under the Plan or other equity awards, or administer or maintain*

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such awards. Therefore, Participant understands that refusing or withdrawing consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that Participant may contact his or her local human resources representative.

21. **Governing Law.** The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of California without resort to that State's conflict-of-laws rules.

22. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the award and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with any applicable law. Participant agrees to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Furthermore, Participant acknowledges that the laws of the country in which Participant is working at the time of grant, vesting or the sale of shares of Common Stock received pursuant to this award (including any rules or regulations governing securities, foreign exchange, tax, labor, or other matters) may subject Participant to additional procedural or regulatory requirements that Participant is and will be solely responsible for and must fulfill.

23. **Translations.** If Participant has received this Agreement or any other document or communication related to the Plan or this grant in a language other than English and the meaning in the translation is different than in the English version, the terms expressed in the English version will govern.

24. **Appendix B.** Notwithstanding any provisions in this Agreement, the award shall be subject to any special terms and conditions set forth in any appendix to this Agreement (the "**Appendix B**") for Participant's country. Moreover, if Participant relocates to one of the countries included in Appendix B, the special terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Appendix B constitutes part of this Agreement.

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**APPENDIX B**

**ADDITIONAL TERMS AND CONDITIONS OF THE**  
**SOLIDFIRE, INC. RESTRICTED STOCK UNIT AGREEMENT**

*Terms and Conditions*

This Appendix B includes additional terms and conditions that govern the Restricted Stock Units granted to you under the Plan if you reside in one of the countries listed below. Certain capitalized terms used but not defined in this Appendix B have the meanings set forth in the Plan and/or the Agreement.

*Notifications*

This Appendix also includes information regarding exchange controls and certain other issues of which you should be aware with respect to your participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of December 2015. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information in this Appendix B as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date at the time that the Restricted Stock Units vest or you sell shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to your particular situation and the Company is not in a position to assure you of a particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your situation.

Finally, if you are a citizen or resident of a country other than the one in which you are currently working, the information contained herein may not be applicable to you.

**ARGENTINA**

*Notifications*

**Securities Law Information.** Neither the Restricted Stock Units nor the issuance of the shares are publicly offered or listed on any stock exchange in Argentina. The offer of the Awards does not constitute a public offering as defined under Argentine law. The offer is private and not subject to the supervision of any Argentine governmental authority.

**Exchange Control Information.** In the event that you transfer proceeds in excess of US\$2,000,000 from the sale of shares into Argentina in a single month, you will be subject to certain exchange control laws. Please note that exchange control regulations in Argentina are subject to frequent change. You should consult with your personal legal advisor regarding any exchange control obligations that you may have.



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You are solely responsible for complying with the exchange control rules that may apply to you in connection with his or her participation in the Plan and/or transfer of proceeds from the sale of shares or receipt of dividends acquired under the Plan into Argentina. Prior to transferring funds into Argentina, you should consult your local bank and/or exchange control advisor to confirm what will be required by the bank because interpretations of the applicable Central Bank regulations vary by bank and exchange control rules and regulations are subject to change without notice.

**Foreign Asset/Account Reporting Information.** Argentinian residents must report any shares acquired under the Plan and held by the resident on December 31 of each year on their annual tax return for that year.

## AUSTRALIA

### *Terms and Conditions*

**Australian Addendum.** You understand and agree that the Restricted Stock Units are offered subject to and in accordance with the terms of the Plan and the Australian Addendum to the Plan. You further agree to be bound by the terms of the Plan as supplemented for implementation in Australia by the Australian Addendum and the terms of the Restricted Stock Unit as set forth in the Agreement.

### *Notifications*

**Securities Law Information.** You understand that if you acquire shares upon vesting/settlement of the Restricted Stock Units and subsequently offer such shares for sale to a person or entity resident in Australia, such an offer may be subject to disclosure requirements under Australian law. You should obtain legal advice regarding applicable disclosure requirements prior to making any such offer.

**Exchange Control Information.** Australian residents must report inbound and/or outbound cash transactions exceeding A\$10,000 and inbound and/or outbound international fund transfers of any value if the transfers do not involve an Australian bank.

## AUSTRIA

### *Notifications*

**Securities Disclaimer.** The grant of Restricted Stock Units is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Austria.

**Exchange Control Information.** If you hold shares obtained through the Plan outside of Austria, you must submit a report to the Austrian National Bank. An exemption applies if the value of the shares as of any given quarter does not exceed €30,000,000 or as of December 31 does not exceed €5,000,000. If the former threshold is exceeded, quarterly obligations are imposed, whereas if the latter threshold is exceeded, annual reports must be given. The annual reporting date is as of December 31 and the deadline for filing the annual report is March 31 of the following year.

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When shares are sold, there may be exchange control obligations if the cash received is held outside Austria. If the transaction volume of all your accounts abroad exceeds €3,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the fifteenth day of the following month.

**Consumer Protection Information.** If the provisions of the Austrian Consumer Protection Act are applicable to the Agreement and the Plan, you may be entitled to revoke your acceptance of the Agreement under the conditions listed below:

i. if you accept the Restricted Stock Units outside the business premises of the Company, you may be entitled to revoke your acceptance of the Agreement, provided the revocation is made within one week after you accept the Agreement.

ii. The revocation must be in written form to be valid. It is sufficient if you return the Agreement to the Company or the Company's representative with language which can be understood as your refusal to conclude or honor the Agreement, provided the revocation is sent within the period set forth above.

## BELGIUM

### *Notifications*

**Securities Disclaimer.** The grant of Restricted Stock Units is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Belgium.

**Foreign Asset/Account Reporting Information.** You are required to report any taxable income attributable to the Restricted Stock Unit on your annual tax return. Additionally, Belgian residents are required to report any security or bank accounts (including brokerage accounts) maintained outside of Belgium on their annual tax return. In a separate report, they will be required to provide the National Bank of Belgium with certain details regarding such foreign accounts.

## BRAZIL

### *Terms and Conditions*

**Nature of Grant.** You hereby agree that (i) you are making an investment decision, (ii) the shares will be issued to you only if the vesting conditions are met and any necessary services are rendered by you over the vesting period, and (iii) the value of the underlying shares is not fixed and may increase or decrease in value over the vesting period without compensation to you.

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*Notifications*

**Exchange Control Information.** If you are a resident or domiciled in Brazil, you will be required to submit an annual declaration of assets and rights held outside of Brazil (including shares of Company Common Stock) to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US\$100,000.

**BULGARIA**

There are no country specific provisions.

**CANADA**

*Terms and Conditions*

**Form of Settlement.** Restricted Stock Units granted to employees resident in Canada shall be paid in shares only. In no event shall any of such Restricted Stock Units be paid in cash, notwithstanding any discretion contained in the Plan to the contrary.

**Termination of Service.** This provision replaces Section 4 of the Agreement:

In the event of the termination of your Service for any reason (whether or not in breach of local labor laws), all unvested Restricted Stock Units shall be immediately forfeited without consideration. For purposes of the preceding sentence, your right to vest in the Restricted Stock Units will terminate effective as of the date that is the earlier of (1) the date you receive notice of termination of Service from the Company or the Employer, or (2) the date your Service terminates, regardless of any notice period or period of pay in lieu of such notice required under local law (including, but not limited to statutory law, regulatory law and/or common law); the Company shall have the exclusive discretion to determine when you are no longer providing Service for purposes of the Restricted Stock Units.

**Authorization of Release and Transfer Necessary Personal Information.** This provision supplements Section 20 of the Agreement:

You hereby authorize the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. You further authorize the Company, any

Parent or Subsidiary and the administrator of the Plan to disclose and discuss the Plan with their advisors. You further authorize the Company and any Parent or Subsidiary to record such information and to keep such information in your employee file.

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**French Language Provision.** The following provisions will apply if you are a resident of Quebec:

The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

*Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention ("Agreement"), ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à la présente convention.*

**Notifications**

**Securities Law Information.** You are permitted to sell shares acquired through the Plan through the designated broker appointed by the Company, provided the resale of shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the shares are listed (i.e., NASDAQ Global Select Market).

**Foreign Asset/Account Reporting Information.** Canadian residents are required to report any foreign property (e.g., shares acquired under the Plan and possibly unvested Restricted Stock Units) on form T1135 (Foreign Income Verification Statement) if the total cost of their foreign property exceeds C\$100,000 at any time in the year. It is your responsibility to comply with these reporting obligations, and you should consult your own personal tax advisor in this regard.

**CHILE**

**Notifications**

**Securities Law Information.** Neither the Company nor the shares that may be issued under this award are registered with the Chilean Registry of Securities or under the control of the Chilean Superintendence of Securities.

**Exchange Control Information.** It is your responsibility to make sure that you comply with exchange control requirements in Chile when the value of your share transaction is in excess of US\$10,000.

If the Restricted Stock Units are paid in shares and the aggregate value of the shares exceeds US\$10,000, you must sign Annex 1 of the Manual of Chapter XII of the Foreign Exchange Regulations and file it directly with the Central Bank within 10 days of the settlement of the Restricted Stock Units.

You are not required to repatriate funds obtained from the sale of shares acquired pursuant to your grant of Restricted Stock Units. However, if you decide to repatriate such funds, you must do so through the Formal Exchange Market if the amount of the funds exceeds US\$10,000. In such case, you must report the payment to a commercial bank or registered foreign exchange office receiving the funds.

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If your aggregate investments held outside of Chile exceeds US\$5,000,000 (including shares acquired under the Plan), you must report the investments annually to the Central Bank. Annex 3.1 of Chapter XII of the Foreign Exchange Regulations must be used to file this report.

Please note that exchange control regulations in Chile are subject to change. You should consult with your personal legal advisor regarding any exchange control obligations that you may have prior to the vesting of the Restricted Stock Units.

**Annual Tax Reporting Obligation.** The Chilean Internal Revenue (the "CIRS") requires all taxpayers to provide information annually regarding: (i) the taxes paid abroad which they will use as a credit against Chilean income taxes, and (ii) the gains/losses from foreign investments. These annual reporting obligations must be complied with by submitting a sworn statement setting forth this information before March 15 of each year. The forms to be used to submit the sworn statement are Tax Form 1853 "Annual Sworn Statement Regarding Credits for Taxes Paid Abroad" and Tax Form 1851 "Annual Sworn Statement Regarding Investments Held Abroad." If you are not a Chilean citizen and have been a resident in Chile for less than three years, you are exempt from the requirement to file Tax Form 1853. These statements must be submitted electronically through the CIRS website at <http://www.sii.cl>.

## CHINA

### *Terms and Conditions*

Due to local regulatory requirements, upon the vesting of the Restricted Stock Units, you agree to the immediate sale of any shares to be issued to you upon vesting and settlement of the award. You further agree that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such shares (on your behalf pursuant to this authorization) and you expressly authorize the Company's designated broker to complete the sale of such shares. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of the shares at any particular price. Upon the sale of the shares, the Company agrees to pay you the cash proceeds from the sale of the shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax Withholdings. You acknowledge that you are not aware of any material nonpublic information with respect to the Company or any securities of the Company as of the date of this Agreement.

**Exchange Control Requirements.** You understand and agree that, pursuant to local exchange control requirements, you will be required to repatriate the cash proceeds from the immediate sale of the shares issued upon the vesting of the Restricted Stock Units to China. You further understand that, under local law, such repatriation of your cash proceeds may need to be effectuated through a special exchange control account established by the Company, Parent or Subsidiary or the Employer, and you hereby consent and agree that any proceeds from the sale of any shares issued upon the vesting of the Restricted Stock Units you acquire may be transferred to such special account prior to being delivered to you. If the proceeds from the sale of your shares are converted to local currency, you acknowledge that the Company is under no obligation to secure any exchange conversion rate, and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions in China. You

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agree to bear the risk of any exchange conversion rate fluctuation between the date the Restricted Stock Units vest and the date of conversion of the proceeds from the sale of the shares issued upon vesting to local currency. You further agree to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

*Notifications*

**Foreign Asset/Account Reporting Information.** You may be required to report to SAFE all details of your foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-PRC residents. Under these rules, you may be subject to reporting obligations for the Restricted Stock Units, shares acquired under the Plan, the receipt of any dividends and the sale of shares.

**CZECH REPUBLIC**

*Notifications*

**Exchange Control Information.** The Czech National Bank may require you to fulfill certain notification duties in relation to the Restricted Stock Units and the opening and maintenance of a foreign account. However, because exchange control regulations change frequently and without notice, you should consult your personal legal advisor prior to the vesting of the Restricted Stock Units to ensure compliance with current regulations. It is your responsibility to comply with applicable Czech exchange control laws.

**Securities Disclaimer.** The grant of Restricted Stock Units is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in the Czech Republic.

**DENMARK**

*Notifications*

**Exchange Control Information.** If you establish an account holding shares or an account holding cash outside Denmark, you must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. (Please note that these obligations are separate from and in addition to the obligations described below.)

**Securities/Tax Reporting Information.** If you hold shares acquired under the Plan in a brokerage account with a broker or bank outside Denmark, you are required to inform the Danish Tax Administration about the account. For this purpose, you must file a Form V (*Erklaering V*) with the Danish Tax Administration. The Form V must be signed both by you and by the applicable broker or bank where the account is held. By signing the Form V, the broker or bank undertakes to forward information to the Danish Tax Administration concerning the shares in the

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account without further request each year. By signing the Form V, you authorize the Danish Tax Administration to examine the account. A sample of the Form V can be found at the following website: [www.skat.dk](http://www.skat.dk).

In addition, if you open a brokerage account (or a deposit account with a U.S. bank) for the purpose of holding cash outside Denmark, you are also required to inform the Danish Tax Administration about this account. To do so, you must also file a Form K (*Erklaering K*) with the Danish Tax Administration. The Form K must be signed both by you and by the applicable broker or bank where the account is held. By signing the Form K, the broker/bank undertakes an obligation, without further request each year, to forward information to the Danish Tax Administration concerning the content of the account. By signing the Form K, you authorize the Danish Tax Administration to examine the account. A sample of Form K can be found at the following website: [www.skat.dk](http://www.skat.dk).

#### **IMPORTANT – STATEMENT UNDER SECTION 3(1) OF THE ACT ON STOCK OPTIONS**

Pursuant to Section 3(1) of the Act on Stock Options in employment relations (the “Stock Option Act”), you are entitled to receive information regarding the Plan in a separate written statement. The full statement containing the information about your rights under the Plan and the Stock Option Act is attached as a separate written statement to this Agreement.

#### **FINLAND**

##### *Notifications*

**Securities Disclaimer.** The grant of Restricted Stock Units is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Finland.

#### **FRANCE**

##### *Terms and Conditions*

**Consent to Receive Information in English.** By accepting the Restricted Stock Units, you confirm having read and understood the Plan and the Agreement, which were provided in the English language. You accept the terms of those documents accordingly.

En acceptant cette attribution gratuite d’actions, vous confirmez avoir lu et comprenez le Plan et ce Contrat, incluant tous leurs termes et conditions, qui ont été transmis en langue anglaise. Vous acceptez les dispositions de ces documents en connaissance de cause.

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*Notifications*

**Securities Disclaimer.** The grant of Restricted Stock Units is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in France.

**Exchange Control Information.** If you hold shares of Common Stock outside of France or maintain a foreign bank account, you are required to report such to the French tax authorities when you file your annual tax return.

**Foreign Asset/Account Information.** You may hold shares acquired upon vesting/settlement of the Restricted Stock Units, any proceeds resulting from the sale of shares or any dividends paid on such shares outside of France, provided the Recipient declares all foreign bank and brokerage accounts (including any accounts that were opened or closed during the tax year) with your annual income tax return. Failure to complete this reporting may trigger penalties for the resident.

**Non-Qualification of Award.** The Restricted Stock Units are not intended to be tax-qualified under French tax laws including, without limitation, under Articles L. 225-197-1 to L. 225-197-6 of the French Commercial Code.

**GERMANY**

*Notifications*

**Securities Disclaimer.** The grant of Restricted Stock Units is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Germany.

**Exchange Control Information.** Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If you use a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of shares acquired under the Plan, the bank will make the report for you. In addition, you must report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis.

**GREECE**

*Notifications*

**Securities Disclaimer.** The grant of Restricted Stock Units is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Greece.



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## HONG KONG

### *Terms and Conditions*

**Securities Notification.** Warning: The Restricted Stock Units and shares issued at vesting do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company, its Parent or Subsidiary. The Agreement, including this Appendix B, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong nor have the documents been reviewed by any regulatory authority in Hong Kong. The Restricted Stock Units are intended only for the personal use of each eligible employee of the Employer, the Company or any Parent or Subsidiary and may not be distributed to any other person. If you are in any doubt about any of the contents of the Agreement, including this Appendix B, or the Plan, you should obtain independent professional advice.

**Settlement of Restricted Stock Units and Sale of Shares.** In the event your Restricted Stock Units vest and shares are issued to you within six months of the grant date, you agree that you will not dispose of any shares acquired prior to the six-month anniversary of the grant date.

### *Notifications*

**Occupational Retirement Schemes Ordinance Alert.** The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

## HUNGARY

### *Notifications*

**Securities Disclaimer.** The grant of the Restricted Stock Units is exempt from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Hungary. The grant is made pursuant to and in compliance with the private placement rules under the Capital Markets Act CXX of 2001.

## INDIA

### *Notifications*

**Exchange Control Information.** You understand that you must repatriate any proceeds from the sale of shares acquired under the Plan to India and convert the proceeds into local currency within 90 days of receipt. You will receive a foreign inward remittance certificate (“FIRC”) from the bank where you deposit the foreign currency. You should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation.

**Tax Information.** The amount subject to tax at vesting will partially be dependent upon a valuation that the Company will obtain from a Merchant Banker in India. The Company has no responsibility or obligation to obtain the most favorable valuation possible nor obtain valuations more frequently than required under Indian tax law.

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**Foreign Asset/Account Reporting Information.** You are required to declare in your annual tax return his or her foreign financial assets (including shares) and any foreign bank accounts. You understand that it is your responsibility to comply with this reporting obligation and are advised to confer with a personal tax advisor in this regard.

## INDONESIA

### *Notifications*

**Exchange Control Information.** If you remit proceeds from the sale of shares into Indonesia, the Indonesian Bank through which the transaction is made will submit a report on the transaction to the Bank of Indonesia for statistical reporting purposes. For transactions of US\$10,000 or more, a description of the transaction must be included in the report. Although the bank through which the transaction is made is required to make the report, you must complete a "Transfer Report Form." The Transfer Report Form will be provided to you by the bank through which the transaction is made.

## IRELAND

### *Notifications*

**Director Notification Obligation.** If you are a director, shadow director or secretary of the Company's Irish Subsidiary or affiliate, you must notify the Irish Subsidiary or affiliate in writing within five business days of receiving or disposing of an interest in the Company (e.g., Restricted Stock Units, shares, etc.), or within five business days of becoming aware of the event giving rise to the notification requirement or within five days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

**Securities Disclaimer.** The grant of Restricted Stock Units is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Ireland.

## ISRAEL

### *Terms and Conditions*

**Trust Arrangement.** You understand and agree that the Restricted Stock Units are offered subject to and in accordance with the terms of the trust agreement. Specifically, the shares issued upon vesting of the Restricted Stock Units shall be delivered to and controlled by a trustee appointed by the Company or its Subsidiary or affiliate in Israel (the "Trustee") for your benefit for at least such period of time as required by Section 102 or any shorter period determined under the Israeli Income Tax Ordinance [New Version] 1961 as now in effect or as hereafter amended (the "Ordinance") or by the Israeli Tax Authority (the "Lock-Up Period"). The Restricted Stock Units and shares shall be controlled by the Trustee for the benefit of you and the provisions of Section 102 of the Ordinance and the Income Tax (Tax Abatement on the

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Grant of Shares to Employees) Regulations 2003 shall apply to such Restricted Stock Units or shares for all purposes. You shall be able, at any time, to request the sale of the shares or the release of the shares from the Trustee, subject to the terms of the Plan, this Agreement and any applicable law. Without derogating from the aforementioned, if the shares are released by the Trustee during the Lock-Up Period, the sanctions under Section 102 of the Ordinance shall apply to and be borne by you. The Shares shall not be sold or released from the control of the Trustee unless the Company, the Employer and the Trustee are satisfied that the full amount of Withholding Taxes due have been paid or will be paid in relation thereto.

#### **Notifications**

**Securities Notification.** The grant of the Restricted Stock Units under the Plan is exempt from securities reporting and disclosure requirements with the Israel Securities Authority.

### **ITALY**

#### **Terms and Conditions**

**Data Privacy Notice.** The following provision replaces Section 20 of the Agreement:

*Participant understands that the Employer and/or the Company may hold certain personal information about him or her, including, but not limited to, his or her name, home address and telephone number, date of birth, social security number (or any other social or national identification number), salary, nationality, job title, number of shares held and the details of all Restricted Stock Units or any other entitlement to shares awarded, cancelled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, administering and managing Participant's participation in the Plan. Participant is aware that providing the Company with the Data is necessary for the performance of this Agreement and that Participant's refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect his or her ability to participate in the Plan.*

*The Controller of personal data processing is [INSERT], with registered offices at [INSERT], USA, and, pursuant to D.lgs 196/2003, its representative in Italy is [INSERT NAME OF LOCAL SUB IN ITALY] with registered offices at [INSERT]. Participant understands that the Data may be transferred to the Company or any of its Subsidiaries or affiliates, or to any third parties assisting in the implementation, administration and management of the Plan, including any transfer required to a broker or other third party with whom Shares acquired pursuant to the vesting of the Restricted Stock Units or cash from the sale of Shares acquired pursuant to the Plan may be deposited. Furthermore, the recipients that may receive, possess, use, retain and transfer such Data for the above mentioned purposes may be located in Italy or elsewhere, including outside of the European Union and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Italy. The processing activity, including the transfer of Participant's personal data abroad, outside of the European Union, as herein specified and pursuant to applicable laws and regulations, does not require Participant's consent thereto as the processing is necessary for the performance of contractual obligations related to the implementation, administration and management of the Plan.*

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*Participant understands that Data processing relating to the purposes above specified shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data are collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to D.lgs. 196/2003.*

*Participant understands that Data will be held only as long as is required by law or as necessary to implement, administer and manage his or her participation in the Plan. Participant understands that pursuant to art.7 of D.lgs 196/2003, he or she has the right, including but not limited to, access, delete, update, request the rectification of his or her personal Data and cease, for legitimate reasons, the Data processing. Furthermore, Participant is aware that his or her Data will not be used for direct marketing purposes.*

**Plan Document Acknowledgment.** In accepting the Restricted Stock Units, you acknowledge that you have received a copy of the Plan and the Agreement and have reviewed the Plan and the Agreement, including this Appendix B, in their entirety and fully understand and accept all provisions of the Plan and the Agreement, including this Appendix B.

In addition, you further acknowledge that you have read and specifically and expressly approve without limitation the following clauses in the Agreement: Section 4 (Forfeiture upon Termination of Continuous Service); Section 7 (Withholding of Taxes); Section 19 (Labor Law); and Section 20 (Disclosure of Participant Information).

#### **Notifications**

**Tax/Exchange Control Information.** You are required to report on your annual tax return:

(a) any transfers of cash or shares to or from Italy exceeding €10,000 or the equivalent amount in U.S. dollars; (b) any foreign investments or investments (including the shares issued at vesting of the Restricted Stock Units, cash or proceeds from the sale of shares acquired under the Plan) held outside of Italy exceeding €10,000 or the equivalent amount in U.S. dollars, if the investment may give rise to income in Italy (this will include reporting the shares issued at vesting of the Restricted Stock Units if the fair market value of such shares combined with other foreign assets exceed €10,000); and (c) the amount of the transfers to and from abroad which have had an impact during the calendar year on your foreign investments or investments held outside of Italy. You are exempt from the formalities in (a) if the investments are made through an authorized broker resident in Italy, as the broker will comply with the reporting obligation on your behalf.

**Securities Disclaimer.** The grant of Restricted Stock Units is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Italy.

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## JAPAN

### *Notifications*

**Foreign Asset/Account Reporting Information.** Japanese residents holding assets outside of Japan with a total net fair market value exceeding ¥50,000,000 (as of December 31 each year) are required to comply with annual tax reporting obligations with respect to such assets. You are advised to consult with a personal tax advisor to ensure that you are properly complying with applicable reporting requirements.

## KAZAKHSTAN

### *Notifications*

**Exchange Control Information.** Although Kazakh residents are no longer required to obtain a license from the National Bank of Kazakhstan before obtaining securities in foreign companies, you are nevertheless required to notify the National Bank of Kazakhstan when you acquire Shares under the Plan.

## KOREA

### *Notifications*

**Exchange Control Information.** If you realize US\$500,000 or more from the sale of shares, Korean exchange control laws require you to repatriate the proceeds to Korea within 18 months of the sale.

## LUXEMBOURG

### *Notifications*

**Exchange Control Information.** You are required to report any inward remittances of funds to the *Banque Central de Luxembourg* and/or the *Service Central de La Statistique et des Etudes Economiques* within 15 working days following the month during the transaction occurred. If a Luxembourg financial institution is involved in the transaction, it generally will fulfill the reporting obligation on your behalf.

## MALAYSIA

### *Notifications*

**Malaysian Insider Trading Notification.** You should be aware of the Malaysian insider-trading rules, which may impact your acquisition or disposal of shares or rights to shares under the Plan. Under the Malaysian insider-trading rules, you are prohibited from acquiring or selling shares or rights to shares (*e.g.*, an award under the Plan) when you are in possession of information which is not generally available and which you know or should know will have a material effect on the price of Shares once such information is generally available.

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**Director Notification Obligation.** If you are a director of the Company's Malaysian Subsidiary or affiliate, you are subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the Malaysian Subsidiary or affiliate in writing when you receive or dispose of an interest (e.g., an award under the Plan or shares) in the Company or any related company. Such notifications must be made within 14 days of receiving or disposing of any interest in the Company or any related company.

## MEXICO

### *Terms and Conditions*

**Modification.** By accepting the Restricted Stock Units, you understand and agree that any modification of the Plan or the Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment.

**Policy Statement.** The award of Restricted Stock Units the Company is making under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability.

The Company, with registered offices at [INSERT] U.S.A., is solely responsible for the administration of the Plan and participation in the Plan and the acquisition of shares does not, in any way, establish an employment relationship between you and the Company since you are participating in the Plan on a wholly commercial basis and the sole employer is as applicable, nor does it establish any rights between you and the Employer.

**Plan Document Acknowledgment.** By accepting the award of Restricted Stock Units, you acknowledge that you have received copies of the Plan, have reviewed the Plan and the Agreement in their entirety and fully understand and accept all provisions of the Plan and the Agreement.

In addition, by signing the Agreement, you further acknowledge that you have read and specifically and expressly approve the terms and conditions in the Agreement, in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) the Company and any Parent, Subsidiary or affiliates are not responsible for any decrease in the value of the shares underlying the Restricted Stock Units.

Finally, you hereby declare that you do not reserve any action or right to bring any claim against the Company for any compensation or damages as a result of your participation in the Plan and therefore grant a full and broad release to the Employer, the Company and any Parent, Subsidiary or affiliates with respect to any claim that may arise under the Plan.

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## Spanish Translation

**Modification.** Al aceptar las Unidades de Accion Restringida, usted reconoce y acuerda que cualquier modification del Plan o su terminacion no constituye un cambio o desmejora de los terminos y condiciones de empleo.

**Declaracion de Política.** El Otorgamiento de Unidades de Accion Restringida de la Compañia en virtud del Plan es unilateral y discrecional y, por lo tanto, la Compañia se reserva el derecho absoluto de modificar y discontinuar el mismo en cualquier tiempo, sin responsabilidad alguna.

La Compañia, con oficinas registradas ubicadas en, es la unica responsable de la administración del Plan y de la participación en el mismo y la adquisición de Acciones no establece de forma alguna una relación de trabajo entre usted y la Compañia, ya que su participación en el Plan es completamente comercial y el unico empleador es en caso de ser aplicable, asi como tampoco establece ningun derecho entre la persona que tenga el derecho a optar y el Empleador.

**Reconocimiento del Documento del Plan.** Al aceptar el Otorgamiento de las Unidades de Acción Restringida, usted reconoce que ha recibido copias del Plan, ha revisado el mismo, al igual que la totalidad del Acuerdo y, que ha entendido y aceptado completamente todas las disposiciones contenidas en el Plan y en el Acuerdo.

Adicionalmente, al firmar el Acuerdo, reconoce que ha leído, y que aprueba especifica y expresamente los términos y condiciones contenidos en la Renuncia de Derecho o Reclamo por Compensación del Acuerdo, en el cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el plan y la participación en el mismo es ofrecida por la Compañia de forma enteramente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) la Compañia, asi como su Sociedad controlante, Subsidiaria o Filiales no son responsables por cualquier disminución en el valor de las Acciones en relación a las Unidades de Acción Restringida.

Finalmente, declara que no se reserva ninguna *acción* o derecho para interponer una demanda en contra de la Compañia por compensación, dano o perjuicio alguno como resultado de su participación en el Plan y, en consecuencia, otorga el más amplio finiquito al Empleador, asi como a la Compañia, a su Sociedad controlante, Subsidiaria o Filiales con respecto a cualquier demanda que pudiera originarse en virtud del Plan.

## NETHERLANDS

### *Notifications*

You should be aware of the Dutch insider trading rules, which may affect the sale of shares acquired under the Plan. In particular, you may be prohibited from effecting certain share transactions if you have insider information regarding the Company. Below is a discussion of the applicable restrictions. You are advised to read the discussion carefully to determine whether the insider rules could apply to you. If it is uncertain whether the insider rules apply, the Company recommends that you consult with a legal advisor. The Company cannot be held liable if you violate the Dutch insider trading rules. You are responsible for ensuring your compliance with these rules.

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**Prohibition Against Insider Trading.** Dutch securities laws prohibit insider trading. The regulations are based upon the European Market Abuse Directive and are stated in section 5:56 of the Dutch Financial Supervision Act (Wet op het financieel toezicht or Wft) and in section 2 of the Market Abuse Decree (Besluit marktmisbruik Wft). For further information you are referred to the website of the Authority for the Financial Markets (AFM); <http://www.afm.nl/~media/Files/brochures/2012/insider-dealing.ashx>.

Given the broad scope of the definition of inside information, certain employees of the Company working at its Dutch affiliate may have inside information and thus are prohibited from making a transaction in securities in the Netherlands at a time when they have such inside information. By entering into the Agreement and participating in the Plan, you acknowledge having read and understood the notification above and acknowledge that it is your responsibility to comply with the Dutch insider trading rules, as discussed herein.

**Securities Disclaimer.** The grant of Restricted Stock Units is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in the Netherlands.

#### NEW ZEALAND

##### *Notifications*

**Securities Law Notice.** You are being offered an opportunity to participate in the Plan. In compliance with New Zealand securities law, you are hereby notified that all documents related to the Plan have either been provided to you or are available via website or hard copy. A copy of the above documents will be provided to you, free of charge, on written request to the Company. You are encouraged to read the provided materials carefully before making a decision whether to participate in the Plan. You should consult a tax advisor for specific information concerning personal tax situation with regard to Plan participation.

#### NIGERIA

There are no country specific provisions.

#### NORWAY

There are no country specific provisions.

#### PHILIPPINES

##### *Notifications*

**Securities Law Notice.** You acknowledge that you are permitted to sell shares acquired under the Plan through the designated Plan broker appointed by the Company (or such other broker to whom you may transfer the Shares), provided that such sale takes place outside of the Philippines through the facilities of the NASDAQ Global Select Market on which the shares are listed.



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The securities being offered or sold herein have not been registered with the Philippines Securities and Exchange Commission under its Securities Regulation Code (the “SRC”). Any future offer or sale thereof is subject to registration requirements under the SRC unless such offer or sale qualifies as an exempt transaction.

## POLAND

### *Notifications*

**Exchange Control Information.** If you hold foreign securities (including shares) and maintain accounts abroad, you may be required to file certain reports with the National Bank of Poland. Specifically, if the value of securities and cash held in such foreign accounts exceeds €15,000, you must file reports on the transactions and balances of the accounts on a quarterly basis by the 20th day of the month following the end of each quarter and an annual report by no later than January 30 of the following calendar year. Such reports are filed on special forms available on the website of the National Bank of Poland.

**Securities Disclaimer.** The grant of Restricted Stock Units is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Poland.

## PORTUGAL

### *Notifications*

**Exchange Control Information.** If you receive shares upon vesting, the acquisition of the shares should be reported to the Banco de Portugal for statistical purposes. If the shares are deposited with a commercial bank or financial intermediary in Portugal, such bank or financial intermediary will submit the report on your behalf. If the shares are not deposited with a commercial bank or financial intermediary in Portugal, you are responsible for submitting the report to the Banco de Portugal.

**Securities Disclaimer.** The grant of Restricted Stock Units is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Portugal.

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## ROMANIA

### *Notifications*

**Exchange Control Information.** If you deposit the proceeds from the sale of shares issued to you at vesting in a bank account in Romania, you may be required to provide the Romanian bank with appropriate documentation explaining the source of the funds. You should consult your personal advisor to determine whether you will be required to submit such documentation to the Romanian bank.

**Securities Disclaimer.** The grant of Restricted Stock Units is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Romania.

## RUSSIA

### *Terms and Conditions*

**U.S. Transaction.** You understand that the Restricted Stock Units shall be valid and this Agreement shall be concluded and become effective only when the Agreement is electronically received by the Company in the United States. Upon vesting of the Restricted Stock Units, any shares to be issued to you shall be delivered to you through a bank or brokerage account in the United States. You are not permitted to sell the shares directly to other Russian legal entities or individuals.

You further understand that acceptance of the grant of the Restricted Stock Units results in a contract between you and the Company completed in the United States and that the Agreement are governed by the laws of the State of California, without regard to choice of law principles thereof. Any shares acquired under the Plan shall be delivered to you through a brokerage account in the U.S. You may hold the shares in his or her brokerage account in the U.S.; however, in no event will shares issued to you under the Plan be delivered to you in Russia. You are not permitted to sell the shares directly to other Russian legal entities or individuals, nor are you permitted to bring any certificates representing the Shares into Russia (if such certificates are actually issued).

### *Notifications*

**Exchange Control Information.** Under current exchange control regulations, within a reasonably short time after sale of the shares acquired under the Plans, you must repatriate the sale proceeds to Russia. Such sale proceeds must be initially credited to you through a foreign currency account at an authorized bank in Russia. After the sale proceeds are initially received in Russia, they may be further remitted to foreign banks in accordance with Russian exchange control laws.

You are encouraged to contact your personal advisor before remitting your sale proceeds to Russia as exchange control requirements may change.

**Securities Law Notification.** This Appendix B, the Agreement, the Plan and all other materials that you may receive regarding participation in the Plan do not constitute advertising or

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an offering of securities in Russia. Absent any requirement under local law, the issuance of securities pursuant to the Plan has not and will not be registered in Russia; hence, the securities described in any Plan-related documents may not be used for offering or public circulation in Russia.

#### SAUDI ARABIA

##### *Notifications*

**Securities Law Information.** The Agreement may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations issued by the Capital Market Authority.

The Capital Market Authority does not make any representation as to the accuracy or completeness of the Agreement, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of the Agreement. You are hereby advised to conduct your own due diligence on the accuracy of the information relating to the Shares. If you do not understand the contents of the Agreement, you should consult an authorized financial advisor.

#### SINGAPORE

##### *Notifications*

**Securities Law Information.** The award of Restricted Stock Units is being made in reliance on section 273(1)(f) of the Securities and Futures Act (Cap. 289) (“SFA”) pursuant to which it is exempt from the prospectus and registration requirements under the SFA.

**Director Notification Obligation.** If you are a director, associate director or shadow director of the Company’s Singapore Subsidiary or affiliate, you are subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Company’s Singapore Subsidiary or affiliate in writing when you receive an interest (*e.g.*, Restricted Stock Units or shares) in the Company or any Parent, Subsidiary or affiliate. In addition, you must notify the Company’s Singapore Subsidiary or affiliate when you sell shares or shares of any Parent, Subsidiary or affiliate (including when you sell shares issued upon vesting and settlement of the award). These notifications must be made within two days of acquiring or disposing of any interest in the Company or any Parent, Subsidiary or affiliate. In addition, a notification of your interests in the Company or any Parent, Subsidiary or affiliate must be made within two days of becoming a director.

#### SLOVENIA

There are no country specific provisions.

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## SOUTH AFRICA

### *Terms and Conditions*

**Taxes.** By accepting the Restricted Stock Units, you agree that, immediately upon vesting and settlement of the Restricted Stock Units, you will notify the Employer of the amount of any gain realized. If you fail to advise the Employer of the gain realized upon vesting and settlement, you may be liable for a fine. You will be solely responsible for paying any difference between the actual tax liability and the amount withheld by the Employer.

### *Notifications*

**Exchange Control Information.** Because no transfer of funds from South Africa is required under the awards, no filing or reporting requirements should apply when the award is granted or when Shares are issued upon vesting and settlement of the Restricted Stock Units. However, because the exchange control regulations are subject to change, you should consult your personal advisor prior to vesting and settlement of the award to ensure compliance with current regulations. You are responsible for ensuring compliance with all exchange control laws in South Africa.

## SPAIN

### *Terms and Conditions*

**No Entitlement for Claims or Compensation.** The following provision supplements

Section 19 of the Agreement:

By accepting the award, you consent to participation in the Plan, and acknowledge that you have received a copy of the Plan document. You understand that the Company has unilaterally, gratuitously and in its sole discretion decided to make awards of Restricted Stock Units under the Plan to individuals who may be Consultants, Directors, Employees and Non-Employee Directors throughout the world. The decision is limited and entered into based upon the express assumption and condition that any Restricted Stock Units will not economically or otherwise bind the Company or any Parent or Subsidiary, including the Employer, on an ongoing basis, other than as expressly set forth in the Agreement. Consequently, you understand that the award is given on the assumption and condition that the Restricted Stock Units shall not become part of any employment contract (whether with the Company or any Parent, Subsidiary or affiliate, including the Employer) and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation) or any other right whatsoever. Furthermore, you understand and

freely accept that there is no guarantee that any benefit whatsoever shall arise from the award, which is gratuitous and discretionary, since the future value of the Restricted Stock Units and the underlying shares is unknown and unpredictable. You also understand that this award would not be made but for the assumptions and conditions set forth hereinabove; thus, you understand, acknowledge and freely accept that, should any or all of the assumptions be mistaken or any of the conditions not be met for any reason, the award, the Restricted Stock Units and any right to the underlying shares shall be null and void.

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**Notifications**

**Exchange Control Information.** You must declare the acquisition of Shares to the *Dirección General de Política Comercial e Inversiones Exteriores* (“DGPCIE”) of the *Ministerio de Economía* for statistical purposes. You must also declare the ownership of any shares with the Directorate of Foreign Transactions each January while the shares are owned. In addition, you wish to import the share certificates into Spain, you must declare the importation of such securities to the DGPCIE.

When receiving foreign currency payments derived from the ownership of Shares (i.e., dividends or sale proceeds), you must inform the financial institution receiving the payment of the basis upon which such payment is made. You will need to provide the following information: (i) your name, address, and fiscal identification number; (ii) the name and corporate domicile of the Company; (iii) the amount of the payment and the currency used; (iv) the country of origin; (v) the reasons for the payment; and (vi) further information that may be required.

**Tax Information.** Effective October 2012, if you hold assets or rights outside of Spain (including shares acquired under the Plan), you may have to file an informational tax report with the tax authorities declaring such ownership. Generally, if the value of your foreign investments exceeds €50,000, you may have to file this informational return. Please note that reporting requirements are based on what you have previously disclosed and the increase in value of such and the total value of certain groups of foreign assets. Also, the thresholds for annual filing requirements may change each year. Therefore, you should consult your personal advisor regarding whether you will be required to file an informational tax report for asset and rights that you hold abroad.

**Securities Law Information.** The grant of Restricted Stock Units and the shares issued pursuant to the vesting/settlement of the Restricted Stock Units are considered a private placement outside the scope of Spanish laws on public offerings and issuances of securities. Neither the Plan nor the Agreement have been registered with the Comisión Nacional del Mercado de Valores and do not constitute a public offering prospectus.

**SWEDEN**

**Notifications**

**Securities Disclaimer.** The grant of Restricted Stock Units is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Sweden.

**SWITZERLAND**

**Notifications**

**Securities Law Notification** The award is considered a private offering in Switzerland; therefore, it is not subject to registration in Switzerland.

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## TAIWAN

### *Notifications*

**Exchange Control Information.** You may acquire and remit foreign currency (including proceeds from the sale of shares) into and out of Taiwan up to US\$5,000,000 per year. If the transaction amount is TWDS\$500,000 or more in a single transaction, you must submit a foreign exchange transaction form and also provide supporting documentation to the satisfaction of the remitting bank.

If the transaction amount is US\$500,000 or more, you may be required to provide additional supporting documentation to the satisfaction of the remitting bank. Please consult your personal advisor to ensure compliance with applicable exchange control laws in Taiwan.

## THAILAND

### *Notifications*

**Exchange Control Information.** When you sell shares issued to you at vesting, you must repatriate all cash proceeds to Thailand and then convert such proceeds to Thai Baht within 360 days of repatriation. If the amount of your proceeds is US\$20,000 or more, you must specifically report the inward remittance to the Bank of Thailand on a foreign exchange transaction form. If you fail to comply with these obligations, you may be subject to penalties assessed by the Bank of Thailand. You should consult your personal advisor before taking action with respect to remittance of proceeds from the sale of Shares into Thailand. You are responsible for ensuring compliance with all exchange control laws in Thailand.

## TURKEY

### *Notifications*

**Securities Law Information.** Under Turkish law, you are not permitted to sell shares acquired under the Plan in Turkey. You must sell the shares acquired under the Plan outside of Turkey. The shares are currently traded on the NASDAQ Global Select Market in the United States under the ticker symbol "KO" and shares may be sold on this exchange.

**Exchange Control Information.** Under Turkish exchange control regulations, you may be required to use a financial intermediary institution approved under the Capital Market Law to acquire or sell shares traded on a foreign market and to report such activity to the Capital Markets Board. You should consult his or her personal advisor regarding these requirements.

## UNITED ARAB EMIRATES

### *Notifications*

**Securities Law Information.** Participation in the Plan is being offered only to selected recipients and is in the nature of providing equity incentives to recipients in the United Arab

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Emirates. The Plan and the Agreement are intended for distribution only to such recipients and must not be delivered to or relied on by any other person. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If you do not understand the contents of the Plan and the Agreement, you should consult an authorized financial adviser. The Emirates Securities and Commodities Authority and the Dubai Financial Services Authority have no responsibility for reviewing or verifying any documents in connection with the Plan. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved the Plan or the Agreement nor taken steps to verify the information set out therein, and have no responsibility for such documents.

## UNITED KINGDOM

### *Terms and Conditions*

**Joint Election.** As a condition of participation in the Plan, you agree to accept any liability for secondary Class 1 NICs which may be payable by the Company and/or the Parent or Subsidiary employing or retaining you in connection with the Restricted Stock Units and any event giving rise to Tax-Related Items (the “Employer’s NICs”). Without limitation to the foregoing, you agree to enter into a joint election with the Company (the “Joint Election”), the form of such Joint Election being formally approved by HMRC, and to execute any other consents or elections required to accomplish the transfer of the Employer’s NICs to you. You further agree to execute such other joint elections as may be required between you and any successor to the Company and/or the Parent or Subsidiary employing or retaining you. You further agree that the Company and/or the Parent or Subsidiary employing or retaining you may collect Employer’s NICs from you by any of the means set forth in Section 7 of the Agreement.

If you do not enter into a Joint Election, if approval of the Joint Election has been withdrawn by HMRC or if such Joint Election is jointly revoked by you and the Company or the Parent or Subsidiary employing or retaining you, as applicable, the Company, in its sole discretion and without any liability to you, may choose not to issue or deliver any shares of Common Stock to you at vesting and you will forfeit your Restricted Stock Units.

**Tax and National Insurance Contributions Acknowledgment.** The following provisions supplement Section 7 of the Agreement:

You agree that if you do not pay or the Employer or the Company does not withhold from you the full amount of Withholding Taxes that you owe due to the vesting of the Restricted Stock Units, or the release or assignment of the Restricted Stock Units for consideration, or the receipt of any other benefit in connection with the Restricted Stock Units (the “Taxable Event”) within 90 days after the Taxable Event, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, then the amount that should have been

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withheld shall constitute a loan owed by you to the Employer, effective 90 days after the Taxable Event. You agree that the loan will bear interest at the HMRC's official rate and will be immediately due and repayable by you, and the Company and/or the Employer may recover it at any time thereafter by withholding the funds from salary, bonus or any other funds due to you by the Employer, by withholding in Shares issued upon vesting and settlement of the Restricted Stock Units or from the cash proceeds from the sale of Shares or by demanding cash or a cheque from you. You also authorize the Company to delay the issuance of any Shares to you unless and until the loan is repaid in full.

Notwithstanding the foregoing, if you are an officer or executive director (as within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that you are an officer or executive director and Withholding Taxes are not collected from or paid by you within 90 days of the Taxable Event, the amount of any uncollected Withholding Taxes 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 in Section 7 of the Agreement.

***Notifications***

**Securities Disclosure.** This Agreement is not an approved prospectus for the purposes of section 85(1) of the Financial Services and Markets Act 2000 ("FSMA") and no offer of transferable securities to the public (for the purposes of section 102B of FSMA) is being made in connection with the Plan. The Plan and the Restricted Stock Units are exclusively available in the UK to bona fide employees and former employees and any other UK subsidiary of the Company.

**UNITED STATES**

There are no country specific provisions.

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